Balens Health Professionals Scheme

Professional Liability and Malpractice Insurance Policy

Devised and arranged especially by Balens,
Specialist Insurance Brokers to Health & Wellbeing
Professionals and Organisations

Policy underwritten by Zurich Insurance Company Ltd

Contents

A warm welcome to Balens

Balens have long history of specialising in the delivery of quality support and advice to Health and Health-Related Professionals and their Organisations. We are an ethical firm mainly devoted to the design and delivery of industry leading insurance and financial services solutions not only to individual practitioners, but also to Associations, Organisations, Businesses, Charities, and Corporate Entities. We believe in a friendly, listening and flexible approach in looking after your business and look forward to being of service to you in the years ahead.

As specialist consultants, we at Balens are very proud to be working with Zurich and are pleased to offer you the latest version of our fruitful and unique collaboration with them. This policy takes our industry-leading wording even further in terms of clarity and scope giving you even more protection than before – if there is anything you don't understand, please ask.

In order to maintain the low cost and high quality of the cover on this scheme, and ensure that you are protected, please read and observe the terms and conditions that need to be fulfilled in order for cover to operate and a claim to be dealt with by insurers – thank you!

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

is policy is a contract between the **insured** (also referred to as **you**, **your**, **yours** or **yourselves**) and the **insurer** (also referred to as **we**, **us**, **our** or **ours**).

is policy and any schedule and endorsement should be read as if they are one document.

We will insure **you** under those sections stated in the schedule during any period of insurance c.

Data Processing System

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer rmware.

Products

Any commodities or goods or any thing (including audio, video or written materials, packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of the **insured** or any structure constructed, erected or installed or contract work executed by or on behalf of the **insured** in the course of the **business** of the **insured**.

Property

Material property.

Territorial Limits

Section I and Section II

a) Anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands

Insuring clauses

e **insurer** shall indemnify the **insured** against all sums that the **insured** shall become legally liable to pay as damages and costs and expenses of claimants arising from the following circumstances:

Section I Professional Liability

All claims arising out of the conduct of the **business** within the **territorial limits** and during the period of insurance for:

a) any breach of professional duty due to a negligent act, error or omission committed or alleged to have been committed by the **insured** or on the **insured**'s behalf

b) any act of libel or slander committed or uttered in good faith by the **insured**

c) unintentional infringement of any intellectual property right, design right, registered design, trademark or patent committed by the **insured**

d) unintentional breach of con dentiality or unintentional misuse of any information which could be deemed con dential in nature or has restrictions regarding its use by the **insured**.

Irrespective of:

i) the number of patients or entities entitled to indemnity

ii) the number of claimants

the limit of indemnity granted by this section and all extensions in respect of all claims shall not exceed the limit of indemnity speci ed in the schedule.

In addition to the limit of indemnity the **insurer** will pay **costs and expenses**.

Exclusions applicable to Section I

e indemnity granted under Section I shall not apply to or include:

1. Clinical Trials
   Liability arising out of any clinical trials requiring authorisation under the Medicines for Human Use (Clinical Trials) Regulations 2004 or clinical investigation requiring approval under the Medical Devices Regulations 2002.

2. Criminal or Malicious Acts
   Liability arising out of any criminal, fraudulent act or omission or malicious act.

e liability of the insurer for all compensation payable by the insured to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit of indemnity.

In additional to the limit of indemnity the insurer will pay costs and expenses.

Exclusions apay costs

5. Excluded products

Any claim or investigation arising from;

i) Retin-A or a concentration of Glycolic and other Alpha-Hydroxy acids in excess of 50% by volume unbu ered/esteri ed

ii) Henna products containing Paraphenylene Diamine (PPD)

iii) Concentrations of TCA (trichloroacetic acid 7% combined with salicylic acid 2%)

e indemnity granted under this policy shall not apply to or include:

1. **Hepatitis**

   Any claim or liability arising from the infection and /or transfer of Hepatitis or any condition directly or indirectly caused by or associated with Human T- Cell Lymphotropic Virus type II (HTLC III) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof, or in any way related to Human Immunode ciency Virus or Acquired Immune De ciency Syndrome or Creutzfeldt-Jacob Disease (CJD) or any syndrome or condition of a similar kind, however it maybe named

2. **Liquidated or Punitive Damages or Fines**

   Any amount in respect of:

   a) liquidated damages, penalties or nes which attach solely because of a contract or agreement

   b) punitive or exemplary damages.

3. **Loss of Data**

   a) loss, destruction or damage

   b) consequential loss, additional expenditure or extra expenses

   c) legal liability

   d) other fees, costs, disbursements, awards or other expenses of whatsoever nature

   directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from;

   i) the way in which any

4. Nuclear

death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

a)

10. Tour Operators Liability

Any claim or liability arising from or in connection with

a) the sale or provision of travel or accommodation, holidays, package tours, excursions, retreats or business trips

or

b) from e Package Travel, Package Holidays and Package Tours Regulations Act 1992 or any similar legislation or Statutory Instrument for the time being in force within the European Union.

11. Exposure to Ultraviolet Radiation

Any claim or liability arising out of or in connection with the exposure to Ultraviolet Radiation.

For the purposes of this exclusion Ultraviolet Radiation shall mean the ultraviolet region (wavelength 10 nanometres to 400 nanometres) on the electromagnetic spectrum.

(i) -19.2 (m) -20.6 (i) 11.2 (t w) -25.3 (i) -23.4 (l) -24.4 (l f) -6.9 (o) 4.3 (r) -15.4 (m p) -8.8 (a) -31.1 (r) -27.6 (t o) 3

-5.4 (es) (d)]1.3(d -4.9 (13.4 (a) -(d) -k(n) s (e) 4.((o) 6) -3518.7 (i) (n o) 3.3 (i) 11.1.5 (i)19.7 (o) 16.7562 2 (h) 2.3

5. Contractual Right of Renewal (Tacit)

If the **insured** pays the premium to the **insurer** using the **insurer's** Direct Debit instalment scheme, the **insurer** will have the right (which the **insurer** may choose not to exercise) to

i) if the **insurer** would not have provided the **insured** with any cover the **insurer** will have the option to:

1) avoid the policy which means that the **insurer** will treat it as if it had never existed and repay the premium paid; and

2) recover from the **insured** any amount the **insurer** has already paid for any claims including costs or expenses the **insurer** has incurred

ii) if the **insurer** would have applied di erent terms to the cover the **insurer** will have the option to treat this policy as if those di erent terms apply. e **insurer** may recover any payments made by the **insurer** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied

iii) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.

d) Where this policy provides cover for any person other than the **insured** and that

c) makes a false statement in support of a claim whether or not the claim is itself genuine; or

d) submits a claim under this policy for loss or damage which the **insured** or anyone acting on the **insured's** behalf or in connivance with the **insured** deliberately caused; or

e) realises after submitting what the **insured** reasonably believed was a genuine claim under this policy and then fails to tell the **insurer** that the **insured** has not su ered any loss or damage; or

f) suppresses information which the **insured** knows would otherwise enable the **insurer** to refuse to pay a claim under this policy

the **insurer** will be entitled to refuse to pay the whole of the claim and recover any sums that the **insurer** has already paid in respect of the claim.

e **insurer** may also notify the **insured** that the **insurer** will be treating this policy as having terminated with e ect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the **insurer** terminates this policy under this condition the **insured** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an **insured** person and not on behalf of the **insured** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover e ected for that person alone and not to the policy as a whole.

9. Instruments

e **insured** shall ensure that;

hypodermic needles shall be used once only; or

a) any other instrument having need to contact or penetrate tissue shall be either:

    i) used once only

    ii) sterilised to the current professionally recognised standard if (iii) below has been updated

11. Observance of Policy Terms

e due observance of the terms, provisions, conditions and endorsements of this policy by the **insured** in so far as they relate to anything to be done are complied with by the **insured** shall be a condition precedent to any liability of the **insurer** to make any payment under this policy.

12. Other Insurances

If at any time any claim arises under this policy there be any other insurance covering the same liability the **insurer**

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not

Zurich Insurance Company Ltd
A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered o ces at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head O ce: e Zurich Centre, 3000 Parkway, Whiteley,

BALENS

Specialist Insurance Brokers

Balens Ltd

Specialist Insurance Brokers

Bridge House, Portland Road, Malvern, Worcestershire, WR14 2TA

Tel: 01684 893 006   Fax: 01684 891 361   E-mail: info@balens.co.uk   Web: www.balens.co.uk