Members Professional Protection Plan
Policy Wording

Policy Number : WIPL/PPS/PII01032025
Effective from : 1st March 2025

WINDWARD INSURANCE PCC LIMITED – PPS CELL

MEDICAL MALPRACTICE LIABILITY INSURANCE

Policy Number: WIPL/PPS/PII01032025

1. GENERAL INTERPRETATION

In this **Policy**, unless the context otherwise requires:

1. the singular form shall include the plural;
2. the male gender shall include the female, and vice-versa, and the neuter form shall include both genders;
3. the words “arising from” (and similar expressions) shall imply a factual connection and not necessarily a causal connection;
4. any reference to money is to that amount in pounds sterling;
5. headings are descriptive and are not intended to be an aid to interpretation; and
6. words and phrases defined in the Definitions section are printed in bold and shall bear the same meaning wherever used.

2. INSURING CLAUSES

2.1 The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for **Bodily Injury** arising from **Malpractice** within the **Territorial Limits** which is first made against the **Insured** during the **Period of Insurance**.

2.2 The **Insurer** agrees to indemnify the **Insured** against **Defence Costs** incurred with the **Insurer's** consent in the defence of any **Claim** which is indemnified under this **Policy**, including **Defence Costs** incurred in:

2.2.1 any official investigation, examination, inquiry or other proceedings ordered or commissioned by an official body;

2.2.2 any coroner's inquest arising out of the death of a patient of the **Insured**;

2.2.3 the prosecution (criminal or otherwise) of the **Insured**;

2.2.4 any disciplinary proceedings against the **Insured**,

2.2.5 any claims arising from erotic transference made against the **Insured**. It is confirmed that Indemnity under this clause 2.2.5 shall be in respect of **Defence Costs** only and subject to a sub-limit of GBP 250,000 in the aggregate for the **Period of Insurance**, which sum shall be part of, and not in addition to, the **Limit of Liability**,

in connection with such **Claim**.

3. DEFINITIONS

It is understood and agreed that the following definitions apply to this **Policy**:

3.1 **Act of Terrorism** shall mean 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) or government(s)) committed for political, religious, ideological or similar purposes. This definition shall include acts performed with the intention to influence any government and / or to put the public, or any section of the public, in fear.

3.2 **Bodily Injury** shall mean physical injury, sickness, disease or death sustained by a person and shall include mental injury, mental anguish or shock.

3.3 **Claim** shall mean the receipt by the **Insured** of any written demand for compensation made by a third party or an assertion of **Malpractice** against the **Insured** or any claim form, writ, summons or other originating process issued and served upon the **Insured**.

3.4 **Condition Precedent** shall mean a condition to any payment or indemnification under this **Policy**, any breach or non-observance of which shall mean no payment or indemnity will be provided under this **Policy**.

3.5 **Controlling Interest** shall mean shares conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in the capital of the **Insured** for the time being issued and conferring the right to vote at general meetings and shall include shares held by all persons who, in relation to each other, are associates or persons acting in concert within the meaning of the City Code on Takeovers and Mergers.

3.6 **Damages** shall mean compensatory damages awarded against the **Insured** by a court or tribunal empowered to do so and settlements in respect of any **Claim** for compensatory damages, provided that such settlement has been entered into with the **Insurer's** prior written consent.

3.7 **Defence Costs** shall mean reasonable and necessary costs, fees and expenses incurred with the **Insurer's** prior written consent in the investigation, adjustment, defence, negotiation and/or settlement of any **Claim**. **Defence Costs** shall not mean or include salaries, commissions, expenses, benefits, other remuneration or any internal or overhead expenses of the **Insured**. **Defence Costs** shall also not mean or include any data breach response expenses, including computer forensics, customer notification, and/or public relations expenses.

3.8 **Duty of Candour** shall mean the **Insured's** Statutory Duty of Candour, which shall include the obligations prescribed by the Health and Social Care 2008 (Regulated Activities) Regulations 2014.

3.9 **Employee** shall mean any person under a contract of employment with the **Insured**, any secondee or any person supplied to, hired or borrowed by the **Insured**, work experience student or volunteer acting on behalf of or at the direction of the **Insured**.

3.10 **Excess** shall mean the amount stated in the **Schedule** for which the **Insured** is responsible for each and every **Claim** and is inclusive of **Defence Costs** and any settlement, judgment or award. The **Insured** agrees to pay each excess amount due within thirty (30) days of the date of the written request for such payment. If the excess is not paid when due, the **Policy** will be cancelled. the **Insurer** shall give ten (10) days advance written notice of cancellation.

3.11 **Insured** shall mean the entity named as such in the **Schedule** and whose interests are protected by this insurance. This definition includes all the entity's directors, members, managers, **Employees** and committee members working on its behalf or at its direction.

3.12 **Insured's Business** shall mean the **Insured's** business as stated in the **Schedule**.

3.13 **Jurisdictional Limits** shall mean the jurisdictional limits as stated in the **Schedule**.

3.14 **Limit of Liability** shall mean the limit(s) of liability under this **Policy** as stated in the **Schedule** (including **Defence Costs**).

3.15 **Malpractice** shall mean a negligent act, negligent error or negligent omission committed by the **Insured** or by any person or organisation acting on behalf of the **Insured** in the conduct of the **Insured's Business** to a patient or patients. This definition is extended to include treatment administered at the scene of a medical emergency, accident or disaster by any **Insured** who is present, either by chance or in response to an emergency call following such medical emergency, accident or disaster commonly known as a "Good Samaritan Act".

3.16 The **Insurer** shall mean the insurer as stated in the **Schedule**.

3.17 **Period of Insurance** shall mean the period of insurance as stated in the **Schedule**.

3.18 **Policy** shall mean the **Schedule**, Insuring Clauses, Definitions, **Limit of Liability**, Claims Conditions, Exclusions, General Conditions, proposal and other terms contained herein, together with any endorsement(s) attaching to and forming part of this **Policy** either at inception or during the **Period of Insurance**.

3.19 **Pollutants** shall mean any pollutants and shall include any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapours, soot, dust, fibres, fungi, fumes, acids, alkalis, chemicals and waste (including material to be recycled, reconditioned and reclaimed) or contamination of any kind.

3.20 **Retroactive Date** shall mean the retroactive date as stated in the **Schedule**.

3.21 **Schedule** shall mean the schedule to this **Policy**.

3.22 **Territorial Limits** shall mean the territorial limits as stated in the **Schedule**.

4. CLAIMS CONDITIONS

4.1 It is a **Condition Precedent** to the right of the **Insured** to be indemnified under this **Policy** that the **Insured** shall as soon as possible and, in any event within thirty (30) days of receipt or before the end of the **Period of Insurance**, whichever is earlier, give written notice to the **Insurer** of:

4.1.1 any **Claim** for actual or alleged **Malpractice** first made against the **Insured** during the **Period of Insurance**; and

4.1.2 any official investigation, examination, inquiry or other proceedings, coroner's inquest, prosecution or disciplinary proceedings first notified to the **Insured** during the **Period of Insurance**.

4.2 The **Insured** shall as soon as possible and, in any event within thirty (30) days of the **Insured** first becoming aware, give written notice to the **Insurer** of any circumstances which may give rise to a **Claim** for **Malpractice**. If, during the **Period of Insurance**, the **Insured** gives written notice to the **Insurer** in accordance with this clause, any **Claim** subsequently made against the **Insured** arising out of the notified circumstances shall be deemed to have been first made against the **Insured** during the **Period of Insurance**.

4.3 Notice of a **Claim** or circumstance(s) shall be made in writing and delivered by fax, email or post to the **Insurer's** address stated on page 1 and provide full details of all material facts of which the **Insured** is aware, including: (i) the date, time and place of the **Claim** or circumstance(s); (ii) a detailed description of what happened; (iii) the name and address of the injured party; (iv) the names and addresses of all witnesses; and (v) copies of any demand, notice or legal papers received in connection with the **Claim** or circumstance(s).

4.4 The **Insured** shall, at all times, provide such information, assistance, signed statements or depositions as the **Insurer**, or their appointed representatives, may require to conduct the investigation, defence or settlement of any **Claim** or circumstance(s). The **Insured** shall, at all times, assist in the defence of any **Claim** without charge to the **Insurer**.

4.5 The **Insured** shall not settle any **Claim**, incur any **Defence Costs**, make any admission, offer, promise or payment or assume any contractual obligation with respect to any **Claim** without the **Insurer's** prior written consent. the **Insurer** shall not be liable for any settlement, **Defence Costs**, admission, offer, promise or payment or assumed obligation to which it has not consented.

4.6 The **Insurer** shall be entitled, but not obliged, to take over at any time and conduct in the name of the **Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for its own benefit any proceedings. In any such matter, the **Insurer** shall have sole discretion in the conduct of any proceedings.

4.7 The **Insured** shall not be required to contest any legal proceedings unless a Queen's Counsel of not less than fifteen (15) years call (to be selected by the **Insurer** after consultation with the **Insured**) should advise that such proceedings can be contested with a reasonable prospect of success.

4.8 Wherever possible the **Insured** shall maintain accurate and descriptive patient notes, which shall be available for inspection and use by the **Insurer** or their duly appointed representatives. If, following due consideration, the **Insured** decides that it is not appropriate to take patient notes, the **Insured** shall maintain a record on the file that records the fact that patient notes have not been taken and the reasons why this is the case. These records shall be retained 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.

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4.9 In connection with any **Claim** against the **Insured**, the **Insurer** may at any time pay to the **Insured** the **Limit of Liability** or any lesser amount for which such **Claim** can be settled and relinquish the control of such **Claim** and have no further liability in connection with that **Claim**.

5. LIMIT OF LIABILITY

5.1 The annual aggregate **Limit of Liability** is the most the **Insurer** will pay for all **Claims**, inclusive of **Defence Costs**, during the **Period of Insurance**.

5.2 The any one **Claim Limit of Liability** is the most the **Insurer** will pay for any one **Claim**, inclusive of **Defence Costs**, during the **Period of Insurance**.

5.3 If this **Policy** and any other policy issued to the **Insured** by the **Insurer** or any of its affiliated companies apply to the same **Claim**, the limit of liability that applies to that **Claim** shall not exceed the highest applicable limit of liability available under any one policy that applies. The terms and conditions of the policy with the higher (est) limit will apply to the extent that the terms and conditions differ between or among policies that otherwise would apply to the same **Claim**. However, this does not apply to any policy issued specifically to apply as excess insurance over this **Policy**.

5.4 The **Insurer** shall not be liable to pay any **Claim**, judgment, award or **Defence Costs** or to undertake or continue in the defence of any suit or proceeding after the **Limit of Liability** has been exhausted by payment or agreement to pay any **Claim**, judgment, award, settlement and **Defence Costs**. In such a case, the **Insurer** shall have the right to withdraw from the further defence thereof by tendering control of the said defence to the **Insured**.

6. EXCLUSIONS

This **Policy** does not indemnify the **Insured** against any **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

6.1 **PRIOR CLAIMS / CIRCUMSTANCES**

any **Claim**, or circumstances which any **Insured** knew or should have reasonably foreseen may give rise to a **Claim,** of which the **Insured** was, or should have been, aware on or prior to the commencement of the **Period of Insurance**.

6.2 **RETROACTIVE DATE**

any **Malpractice**, circumstances, events, acts, errors, omissions or occurrences occurring, or alleged to have occurred, prior to the **Retroactive Date**.

6.3 **PRODUCTS LIABILITY AND EFFICACY**

any:

6.3.1 manufacturing of any goods or products (or any part thereof) or the construction, alteration, repackaging, repair, servicing or treating of any goods or products (or any part thereof) sold, stored, supplied or distributed by or on behalf of the **Insured**.

6.3.2 failure of any goods or products (or any part thereof) to fulfil the use, function or purpose for which they were designed.

6.3.3 failure of any goods or products (or any part thereof) to meet the level of performance, quality, fitness or durability specified, promised, represented, warranted or guaranteed.

6.3.4 failure of any goods or products (or any part thereof) to achieve the results or appearance specified, promised, represented, warranted or guaranteed.

This exclusion shall not apply to the prescription of pharmaceuticals and durable medical goods or durable medical products, provided these were prescribed in the ordinary course of the **Insured's Business**.

6.4 **BODILY INJURY / PROPERTY DAMAGE**

any **Bodily Injury** to any person or loss of or damage to tangible property of any person, save where such **Bodily Injury** or property damage results or is alleged to result directly from **Malpractice**.

6.5 **CLINICAL TRIALS / RESEARCH PROJECTS**

any clinical trial or research project.

6.6 **FINES, PENALTIES AND PUNITIVE DAMAGES**

any:

6.6.1 fines or penalties of any kind.

6.6.2 punitive, exemplary, aggravated, treble, liquidated, non-compensatory or multiple damages.

6.7 **FRAUD / DISHONESTY**

any:

6.7.1 dishonest, fraudulent, criminal or malicious act, error or omission of any **Insured** or a consultant, sub-contractor or agent of any **Insured**.

6.7.2 dishonest failure on the part of any **Insured** to account for property belonging to another person.

6.8 **ACTS IN VIOLATION OF LAW OR ORDINANCE**

any act in violation of a law or ordinance.

6.9 **CONTRACTUAL UNDERTAKINGS**

any liability assumed by any **Insured** by way of contract, warranty, guarantee, undertaking, hold harmless agreement or indemnity, unless such liability would have attached to the **Insured** in the absence of such contract, warranty, guarantee, undertaking, hold harmless agreement or indemnity.

6.10 **TRADING DEBTS / BANKRUPTCY**

any:

6.10.1 trading or personal debt or loss of any **Insured** (including, but not limited to, any tax liability due or payable by any **Insured** or any fees, costs or expenses connected therewith) or any guarantee given by any **Insured** for any debt or legal obligation to refund any fee charged to a patient.

6.10.2 insolvency, bankruptcy, administration or receivership of any **Insured**.

6.10.3 claim or demand by a liquidator, administrator or trustee in bankruptcy to account for any preferential payment or to make any payment in respect of a void or voidable transaction.

6.11 **CHARGES OF ANY INSURED**

any claim or demand that any **Insured** refund, account for or pay damages calculated by reference to any fee, costs, charge, brokerage, commission, overrider or disbursement charged or incurred by any **Insured**.

6.12 **EMPLOYERS' LIABILITY**

any **Bodily Injury** to any **Employee** of the **Insured** or damage to, destruction of or loss of use of any property of any **Employee** arising out of or in the course of their employment.

6.13 **DIRECTORS' AND OFFICERS' LIABILITY / TRUSTEE LIABILITY**

any **Insured** acting as a director, secretary or officer of the **Insured** or as a trustee, where such **Claim** is made solely by reason of his holding that position and having acted in that capacity.

6.14 **VEHICLES / VESSELS / AIRCRAFT / WATERCRAFT**

any ownership, possession, maintenance or use by or on behalf of the **Insured** of any vehicle, vessel, aircraft or watercraft.

6.15 **LAND / BUILDINGS**

any ownership, occupation, possession, leasing or use by or on behalf of any **Insured** of any land, buildings or other premises, or part thereof.

6.16 **POLLUTION**

any:

6.16.1 actual or alleged presence, imminent or threatened discharge, dispersal, seepage, release, migration or escape of **Pollutants** at any time.

6.16.2 direction or request to test for, inspect, monitor, clean-up, remove, contain, treat, rectify, detoxify or neutralise **Pollutants** or in any way respond to or assess the effects of **Pollutants**.

6.17 **ASBESTOS**

any existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos fibres, asbestos dust, asbestos products and/or any products or materials containing asbestos, other than in the provision of medical services for an asbestos related injury or disease.

6.18 **TOXIC MOULD**

any toxic mould.

6.19 **CLINICAL WASTE**

any clinical waste that has not been disposed of by an appropriately qualified waste disposal contractor.

6.20 **NUCLEAR RISKS**

any:

6.20.1 ionsing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or nuclear material from the combustion of nuclear fuel.

6.20.2 radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

This exclusion shall not apply to any **Claim** relating to the use of radio-isotopes, radium or radium compounds when used in or incidental to medical procedures and away from the place where such substances are made.

6.21 **WAR / TERRORISM**

any:

6.21.1 war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power.

6.21.2 strike, riot, civil commotion or labour disturbance.

6.21.3 **Act of Terrorism**.

6.21.4 action taken in controlling, preventing, suppressing or in any way relating to 6.21.1 and/or 6.21.2 and/or 6.21.3 above.

6.22 **INTOXICANTS / NARCOTICS**

any performance of a service while under the influence of intoxicants or narcotics.

6.23 **SPECIFIC MEDICAL CONDITIONS**

any:

6.23.1 Hepatitis;

6.23.2 Human T-Cell Lymphotropic Virus Type III;

6.23.3 Lymphadenopathy Associated Virus;

6.23.4 Acquired Immune Deficiency Syndrome;

6.23.5 Human Immunodeficiency Virus; or

6.23.6 Transmissible Spongiform Encephalopathy, Creutzfeldt-Jakob Disease, variant Creutzfeldt-Jakob Disease, new variant Creutzfeldt-Jakob Disease or any syndrome, condition or virus of a similar kind to the foregoing specific medical conditions listed within this Clause 6.23.6, howsoever it may be named, or any mutation, derivative or variation thereof.

This exclusion shall not exclude any **Claim** for **Malpractice** committed in the course of treatment of any patient with any of the specific medical conditions listed in Clause 6.23.1 to Clause 6.23.6 (inclusive).

6.24 **DISCRIMINATION**

any form of discrimination or humiliation, including on the grounds of age, race, sex, sexual orientation, religion or ethnic origin.

6.25 **SEXUAL MISCONDUCT**

any sexual misconduct of any nature, including sexual relations, sexual contact or intimacy, sexual harassment, sexual molestation, sexual exploitation or sexual discrimination, whether or not under the guise of or in the course of treatment.

6.26 **RELATED / ASSOCIATED ENTITIES**

any **Claim** by any **Insured** indemnified under this **Policy** to or against any other **Insured** indemnified under this **Policy**.

This exclusion does not apply where the **Employee** is being treated as a patient.

6.27 **DATA PROTECTION**

6.27.1 any actual or alleged breach of any data protection laws or regulations.

6.27.2 actual or alleged loss, release, disclosure and/or mismanagement of data in any form.

6.28 **INFORMATION TECHNOLOGY**

any:

6.28.1 failure of any programme, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended.

6.28.2 failure of any plant and/or machinery, and/or public utility.

6.28.3 transmission or receipt of any virus, programme or code that causes loss of or damage to any computer system or data and/or prevents or impairs its proper function or performance.

6.28.4 business conducted and/or transacted via the internet, intranet, extranet and/or via the **Insured's** own website, internet site, web-address and/or via the transmission of electronic mail or documents by electronic means.

Clause 6.28.4 shall not apply if the **Insured** can prove, to the **Insurer's** reasonable satisfaction, that the liability to the **Insured** would have attached in the absence of the fact that the business was conducted and/or transmitted via the internet, intranet, extranet and/or via the **Insured's** own website, internet site, web-address and/or via the transmission of electronic mail or documents by electronic means.

6.28.5 defect or defective workmanship in the installation, repair or maintenance of any computer or other electronic equipment or system or computer hardware or software.

6.28.6 unauthorized access to the Insured's computer systems, networks, hardware, software, and/or data.

6.29 **LIBEL / SLANDER / DEFAMATION**

any libel, slander or defamation.

6.30 **UNITED STATES OF AMERICA / CANADA**

any **Claim**, judgment, award or settlement made within any country or territory which operates under the laws of the United States of America or Canada (or any dependencies, protectorates or trust territories thereof) or any order made anywhere in the world to enforce such judgment, award or settlement, either in whole or in part.

6.31 **TERRITORIAL AND JURISDICTIONAL LIMITS**

any:

6.31.1 **Malpractice** committed outside the **Territorial Limits**.

6.31.2 **Claim** brought in any courts outside the **Jurisdictional Limits**.

6.31.3 **Claim** brought in a court of law within the **Jurisdictional Limits** to enforce a judgment or an order made outside the **Jurisdictional Limits**.

6.32 **PROFESSIONAL INSTRUMENTS**

any instruments used, or intended for use, in contact with skin tissue or to penetrate skin tissue or used, or intended for use, in contact with bodily fluid:

6.32.1 where there is a failure to store, handle or use instruments in accordance with the manufacturer(s) instructions; or

6.32.2 when approved by the manufacturer(s) and the Department of Health or equivalent to be used more than once, where there is a failure to sterilise prior to such use, using sterilising apparatus specifically approved by the manufacturer(s) in accordance with such manufacturer(s) instructions, recommendations and/or guidelines and in accordance with the guidelines of the Department of Health or equivalent.

6.33 **NON-EMPLOYED DOCTORS OF MEDICINE**

any non-employed doctors of medicine providing medical services for or using the facilities of the **Insured** unless:

6.33.1 they are members of a recognised medical defence union or association or protection society where professional indemnity insurance covering all work undertaken for or on behalf of the **Insured** is provided as a benefit of membership; or

6.33.2 they carry their own malpractice liability insurance policy covering all work undertaken for and on behalf of the **Insured**.

6.34 **CORONAVIRUS**

any:

6.34.1 coronavirus disease (COVID-19);

6.34.2 severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and

6.34.3 syndrome, condition or virus of a similar kind to the foregoing specific medical conditions listed within this Clause 6.34.1 and 6.34.2, howsoever it may be named, or any mutation, derivative or variation thereof.

6.35 **PFCS, PFAS, PFOS, PFOA AND RELATED PRODUCTS AND CHEMICALS**

any:

6.35.1 perfluorinated compounds (PFCs) including, but not limited to, perfluoroalkyl and polyfluorinated alkyl substances (PFAS), perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), perfluoroether carboxylic and sulfonic acids (PFECAs and PFESAs, respectively), and any related products and chemicals, including any constituents of, additives to, derivative of or degradation by products thereof;

6.35.2 hexafluoropropylene oxide dimer acid (HFPO-DA), GenX, and any other replacement PFOA or any chemical included on the U.S. Environmental Protection Agency's PFAS Research List, *Regulations Amending the Prohibition of Certain Toxic Substances Regulations, 2012* (Canada), European Chemical Agency (ECHA), or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law (including additions and amendments thereto).

7. GENERAL CONDITIONS

7.1 **CANCELLATION**

This **Policy** may be cancelled:

7.1.1 at any time by the **Insurer** giving thirty (30) days written notice to the **Insured**; and

7.1.2 at any time by the **Insured** giving thirty (30) days written notice to the **Insurer**.

In the event of cancellation, premium is due to the **Insurer** for the period that the **Insurer** is on risk. If, prior to or at the same time as any such cancellation, the **Insured** shall have notified the **Insurer** of a **Claim** or of any circumstances which may give rise to a **Claim**, no premium refund shall be payable to the **Insured**. If no **Claim** or circumstances have been notified, the premium shall be adjusted on the basis of the **Insurer** retaining the short-rate premium for time on risk detailed below:

Period of Insurance Not Exceeding	Proportion of Annual Premium Payable
120 days	53%
150 days	59%
180 days	64%
210 days	70%
240 days	76%
Over 240 days	100%

7.2 **OTHER INSURANCE**

The **Insured** agrees to give the **Insurer** written details of any other insurance it has which may indemnify or partially indemnify the **Insured** against a **Claim**.

The insurance afforded under this **Policy** is excess over and reduced by any other valid and collectable insurance available to the **Insured** and the **Insurer** shall not be liable to indemnify the **Insured** in respect of any **Claim** or **Defence Costs** until such other insurance is exhausted. Valid and collectable insurance includes any self insurance plan which would be applicable to the loss.

7.3 **ACQUISITION OR CREATION OF NEW ENTITY**

If, after the inception of this **Policy**, the **Insured** acquires or creates a new entity, it will be covered from the date it is acquired or created if the following conditions are met:

7.3.1 the **Insurer** receives written notice within ninety (90) days of its formation or acquisition;

7.3.2 it meets the **Insurer's** underwriting requirements; and

7.3.3 any additional premium the **Insurer** requires is paid.

7.4 **MORE THAN ONE INSURED**

Where there is more than one **Insured**, this **Policy** shall apply to each **Insured** as though a separate **Policy** had been issued to each, provided that the total liability of the **Insurer** shall not exceed the **Limit of Liability**.

7.5 **ASSIGNMENT**

No change in or modification to the terms or the assignment of interest under this **Policy** shall be effective, except when made by written endorsement to this **Policy** and signed by an authorised employee of the **Insurer**.

7.6 **REASONABLE STEPS AND PRECAUTIONS**

The **Insured** shall take all reasonable steps and precautions to prevent any circumstance or event which may give rise to liability under this **Policy**. This includes ensuring to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. As soon as possible after discovery the **Insured** shall cause any defect or danger to be made good or remedied while in the meantime causing such additional precautions to be taken as the circumstances may require.

7.7 **SUBROGATION**

7.7.1 In the event of any payment or indemnity being made or provided under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, indemnity or contribution against any third party.

7.7.2 The **Insured** shall not surrender any right or settle any claim arising from any such right of recovery, indemnity or contribution and shall execute all papers required and do everything necessary within its power to secure such rights.

7.7.3 The **Insured** shall, at its own expense, co-operate fully with the **Insurer** in the pursuit of any subrogated claim and shall provide such assistance, documents and access to premises as the **Insurer** shall request.

7.7.4 If the **Insurer** makes a recovery in the exercise of rights of subrogation, any sums recovered shall be applied in the following order of priority:

(a) firstly, to reimbursement of any outlay or anticipated outlay of the **Insurer** (including payments made to indemnify the **Insured**, costs and disbursements);

(b) secondly, to reimbursement of uninsured losses of the **Insured**; and

(c) thirdly, to reimbursement of the liability of the **Insured** in respect of the **Excess**.

7.8 **DUTY OF FAIR PRESENTATION / ALTERATION OF RISK**

The **Insured** confirms that it is aware of and has complied with the duty of fair presentation under the Insurance Act 2015.

During the **Period of Insurance** the **Insured** shall give written notice to the **Insurer**, as soon as practicable, of any alteration which materially affects the risk and shall agree to pay any additional premium that may be required. Failure to pay the additional premium shall entitle the **Insurer** to cancel the **Policy** in accordance with Clause 7.1.

7.9 **CHANGE IN CONTROL**

If, during the **Period of Insurance**:

7.9.1 more than 50% of the **Insured's** directors resign or are removed from the office within any ninety (90) day period; or

7.9.2 any person, whether or not an existing shareholder, acquires a **Controlling Interest** in the **Insured**,

this **Policy** shall be restricted (unless the **Insurer** agrees in writing to the contrary) so as to apply only to acts, errors, omissions, circumstances or events committed or occurring prior to the date of the first of such resignations or removals or such change of control.

7.10 **FRAUDULENT CLAIMS**

If any claim under this policy is in any respect fraudulent, the **Underwriters** shall be entitled to:

7.10.1 refuse to pay the claim;

7.10.2 recover any sums paid by the **Underwriters** to the **Insured** in respect of the claim from the **Insured**; and

7.10.3 give notice of termination of the **Policy**, which shall be effective from the date of the fraud.

7.11 **DATA PROTECTION LEGISLATION**

Any information provided to the **Insurer** regarding the **Insured** will be processed in compliance with the provisions of the relevant Data Protection legislation for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

7.12 **WAIVER, VARIATION AND ASSIGNMENT**

7.12.1 No provision of this **Policy** may be waived or varied, save by an endorsement issued and signed by the **Insurer**. Notice given to any agent of the **Insured** or of the **Insurer** or knowledge possessed by any such agent or any other person shall not be held to effect a waiver or change in any part of this **Policy**.

7.12.2 No change, modification or assignment of any interest under this **Policy** shall be effective without the prior written approval of the **Insurer**.

7.13 **UNENFORCEABLE / VOID PROVISIONS**

If any clause of this **Policy** shall be struck down in whole or in part, the remainder of the **Policy** shall continue in full force and effect.

7.14 **GOVERNING LAW AND JURISDICTION**

Unless otherwise stated on the Schedule, this **Policy** shall be governed by and construed in accordance with English law and any disputes arising out of or concerning this **Policy** shall be subject to the exclusive jurisdiction of the courts of England and Wales.

7.15 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Any person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy**. This condition does not affect any right or remedy which exists or would be available but for the operation of that Act.

7.16 **PREMIUM PAYMENT**

7.16.1 The **Insured** undertakes that the premium due under this **Policy** shall be paid to the **Insurer** in full within forty five (45) days of the commencement of the **Period of Insurance**.

7.16.2 If the premium has not been paid to the **Insurer** in full within forty five (45) days of the commencement of the **Period of Insurance**, the **Insurer** shall have the right to cancel this **Policy** by giving fifteen (15) days written notice to the **Insured**.

7.16.3 If the premium is paid to the **Insurer** in full before the expiration of the notice period specified in Clause 7.16.2, the notice of cancellation shall be automatically withdrawn. If not, this **Policy** shall automatically terminate at the end of the notice period.

7.16.4 In the event of cancellation, premium is due to the **Insurer** for the period that the **Insurer** is on risk. If, prior to or at the same time as any such cancellation, the **Insured** shall have notified the **Insurer** of a **Claim** or of any circumstances which may give rise to a **Claim**, no premium refund shall be payable to the **Insured**. If no **Claim** or circumstances have been notified, the premium shall be adjusted on the basis of the **Insurer** retaining the short-rate premium for time on risk detailed in Clause 7.1.

7.17 **DUTY OF CANDOUR**

Notwithstanding any other term or condition of this **Policy**, the cover provided by this **Policy** will not be prejudiced by any acts to the extent they are necessary to discharge the **Insured's Duty of Candour**. If the **Insured** requires any guidance on the **Insured's** compliance with the **Duty of Candour** and this **Policy**, the **Insured** should consult with the insurance broker or other intermediary who arranged this **Policy**.

7.18 **CELL LIMITATION CLAUSE**

Windward Insurance PCC Limited is a protected cell company within the meaning of the Companies (Guernsey) Law 2008 as amended, registered in Guernsey under registration no. 38989 and regulated by the Guernsey Financial Services Commission. The PPS Cell is a cell within Windward Insurance PCC Limited. The liability of Windward Insurance PCC Limited in respect of this insurance is solely limited to the extent of the cellular assets (within the meaning of the Law) from time to time and for the time being of the PPS Cell. No recourse may be made to the cellular assets of any other cell or to the non-cellular assets of Windward Insurance PCC Limited.

7.19 **SANCTION LIMITATION AND EXCLUSION CLAUSE**

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the Bailiwick of Guernsey, European Union, United Kingdom or United States of America.

LOSS OF DOCUMENTS EXTENSION ENDORSEMENT

1. All terms in bold in this endorsement shall have the same meaning as those marked in bold in the **Policy**.

2. The **Insurer** agrees to indemnify the **Insured** against:

   2.1 all sums which the **Insured** shall become legally liable to pay as **Damages** in respect of any **Claim** for the destruction, damage, loss or theft of **Documents** belonging to, or in the custody of, the **Insured**;

   2.2 costs and expenses reasonably and necessarily incurred by the **Insured** with the **Insurer's** prior written consent in replacing or restoring the **Documents**,

   provided:

   2.3 the **Documents** cannot be found after a diligent search;

   2.4 the discovery of the destruction, damage, loss or theft of **Documents** by the **Insured** occurred during the **Period of Insurance**;

   2.5 the discovery of the destruction, damage, loss or theft of **Documents** is notified to the **Insurer** during the **Period of Insurance**;

   2.6 any costs and expenses incurred in replacing or restoring **Documents** are supported by invoices or accounts which shall be subject to the prior written approval by some competent person to be nominated by the **Insurer** with the approval of the **Insured**;

   2.7 this endorsement does not indemnify the **Insured** against any **Claim**, **Defence Costs** or other costs and expenses arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving:

      2.7.1 any destruction, damage, loss or theft of **Documents** due to wear, tear, vermin, mould, mildew or any other gradually operating cause.

      2.7.2 any breach of confidentiality.

3. For the purposes of this endorsement, "**Documents**" shall mean physical documents of any nature (including books, deeds, forms, letters, maps, records, plans, wills), but shall not mean or include:

   3.1 any computer or electronic data or any form of computer records or computer memory (whether programmes, software or otherwise); or

   3.2 any bank notes, bonds, cheques, coupons, currency, negotiable or non-negotiable instruments, postal or money orders, registered cheques, share certificates, stamps, tickets, travellers' cheques or warrants; or

   3.3 for the purposes of Clause 3.1, medical records.

4. Indemnity under this endorsement shall be subject to a sub-limit of GBP 250,000 (inclusive of **Defence Costs**) in the aggregate for the **Period of Insurance**, which sum shall be part of, and not in addition to, the **Limit of Liability**.

5. All other terms, conditions, limitations and exclusions of the **Policy** remain unaltered.

LIBEL AND SLANDER EXTENSION ENDORSEMENT

1. All terms in bold in this endorsement shall have the same meaning as those marked in bold in the **Policy**.

2. Notwithstanding exclusion 6.31, the **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** in respect of any **Claim**, which is first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance**, for libel and/or slander committed without animosity in the conduct of the **Insured's** business.

3. It is a condition precedent to the right of the **Insured** to be indemnified under this endorsement that, in the event of a **Claim** the **Insured** shall, upon the request of the **Insurer**, issue an apology and expression of regret, the form and content of which are to be approved by the **Insurer**. If, on receipt of such a request from the **Insurer**, the **Insured** refuses to issue such an apology and expression of regret, the **Insurer** shall not be liable to indemnify the **Insured** in respect of such **Claim**.

4. This endorsement does not indemnify the **Insured** against any **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving:

   4.1 the contents of any journal or publication or any communication or contribution to the press or media.

   4.2 any libel or slander committed, or alleged to have been committed, against professional adversaries or business competitors.

5. Indemnity under this endorsement shall be subject to a sub-limit of GBP 100,000 (inclusive of **Defence Costs**) in the aggregate for the **Period of Insurance**, which sum shall be part of, and not in addition to, the **Limit of Liability**.

6. All other terms, conditions, limitations and exclusions of the **Policy** remain unaltered.

LOSS OF REPUTATION ENDORSEMENT

1. All terms in bold in this endorsement shall have the same meaning as those marked in bold in the **Policy**.

2. The **Insurer** agrees to indemnify the **Insured** against **Defence Costs** incurred with the **Insurer's** consent in mitigating negative publicity or media attention arising from a **Claim**, which is first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance**, in the conduct of the **Insured's business**.

3. Indemnity under this endorsement shall be subject to a sub-limit of GBP 25,000 (inclusive of **Defence Costs)** in the aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the **Limit of Liability**.

4. All other terms, conditions, limitations and exclusions of the **Policy** remain unaltered.

BREACH OF PROFESSIONAL CONFIDENTIALITY EXTENSION ENDORSEMENT

1. All terms in bold in this endorsement shall have the same meaning as those marked in bold in the **Policy**.

2. The **Insurer** agrees to indemnify the Insured against all sums which the Insured shall become legally liable to pay as **Damages** in respect of any **Policy** first made against the Insured and notified to the **Insurer** during the **Period of Insurance** for breach of confidence in the conduct of the Insured's Business.

3. This endorsement does not indemnify the Insured against any **Policy** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving:

   3.1 any loss of any documents the property of or entrusted to the **Insured** or the costs and expenses incurred by the **Insured** in replacing or restoring such documents;

   3.2 any computer or electronic data or any form of compute records or computer memory (whether programmes, software or otherwise);

   3.3 any **Cyber Act**;

   3.4 any **Cyber Incident**;

   3.5 any action taken in controlling, preventing, suppressing or remediating any of 4.1 – 4.4 (inclusive) above.

4. This exclusion shall not exclude any loss, damage, liability, claim, fine, penalty, costs or expenses in relation to **Physical Bodily Injury** arising out of a negligent act, error or omission committed by the **Insured** in the conduct of the **Insured's Business** when in connection with 4.1-4.5 (inclusive) above.

5. Indemnity under this endorsement shall be subject to a sub-limit of GBP 250,000 (inclusive of **Defence Costs**) in the aggregate for the **Period of Insurance**, which sum shall be part of, and not in addition to, the **Limit of Liability**.

6. Definitions :

[For the purpose of this endorsement only:]

   6.1 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

   6.2 **Cyber Incident** means:
   i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
   ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**

   6.3 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

   6.4 **Physical Bodily Injury** shall mean physical injury, sickness, disease or death sustained by a person. For the avoidance of doubt, this definition shall not include mental injury, mental anguish, mental shock or any other form of non-physical injury.

7. All other terms, conditions, limitations and exclusions of the **Policy** remain unaltered.

DISCIPLINARY PROCEEDINGS ENDORSEMENT

1. All terms in bold in this endorsement shall have the same meaning as those marked in bold in the **Policy**.

2. The **Insurer** agrees to indemnify the **Insured** against **Defence Costs** incurred in any disciplinary proceedings brought against the **Insured** by its professional body in the conduct of the **Insured's business**.

3. All other terms, conditions, limitations and exclusions of the **Policy** remain unaltered.

ERRORS AND OMISSIONS EXTENSION ENDORSEMENT

1. All terms in bold in this endorsement shall have the same meaning as those marked in bold in the **Policy**.

2. The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for **Financial Loss** neither expected nor intended by the **Insured** arising from a negligent act, negligent error or negligent omission committed by the **Insured** in the conduct of the **Insured's Business** by members of The Psychologists Protection Society Trust within the **Territorial Limits** which is first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance**.

3. Excluding any **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or any way involving any of the following:

   (a) any professional services rendered which are not in the conduct of the **Insured's Business** or occupation as stated in the **Schedule**

   (b) any infringement of copyright, registered designs, trade marks or passing off

   (c) any loss of documents, breach of confidentiality, libel, slander or defamation

   (d) any **Claim** made by any parent company or associated company unless the original **Claim** emanates from an independent third party.

   (e) any **Malpractice**.

   (f) any liability more specifically insured under any other Section of this **Policy** or any endorsement.

4. For the purposes of this endorsement, "**Financial Loss**" shall mean a pecuniary loss, cost or expense not occasioned by **Bodily Injury** or property damage that is sustained by any party other than the **Insured**.

5. All other terms, conditions, limitations and exclusions of the **Policy** remain unaltered.