

Healthcare Liability
Package Policy
(College of
Paramedics)

HEALTHCARE LIABILITY PACKAGE POLICY (COLLEGE OF PARAMEDICS)**SCHEDULE****Policy number:** C045496/002**Renewal of:** C045496/001

Item 1.	Named Applicant	College of Paramedics The Exchange Express Park Bristol Road Bridgwater TA6 4RR
	Insured	All qualified and student members of the College of Paramedics as at the beginning of the Policy Period or which become qualified or student members during the Policy Period
Item 2.	Policy Period	From: 01/06/2019 To: 01/06/2020 Both dates 12:01am at the address of the Named Applicant
Item 3.	Policy Wording	Allied World HCLP-CP 00002 148 (05/18)
Item 4.	Insured's Professional Activity	See Endorsement No. 7 contained in the policy wording, but excluding independent prescribing by any member unless agreed by Allied World and the additional premium paid.
Item 5.	Section Limits of Liability	
	A. Healthcare Liability Section	Operative Section
	a. Each Claim	GBP 5,000,000
	b. Aggregate	GBP 5,000,000
	B. Professional Liability Section	Operative Section
	a. Each Claim	GBP 5,000,000
	b. Aggregate	GBP 5,000,000
	C. Public Liability Section	Operative Section
	a. Each Occurrence	GBP 5,000,000
	b. Aggregate	GBP 5,000,000

Item 6. Extension Sub-Limits of Liability

- A. Abuse Defence Costs
 - a. Each **Claim** GBP 250,000
 - b. Aggregate GBP 250,000
- B. Court Attendance Costs
 - a. Each **Insured** GBP 150 per day
- C. Fraud/Dishonesty Defence Costs
 - a. Each **Claim** or **Occurrence** GBP 250,000
 - b. Aggregate GBP 250,000
- D. Public Relations Costs
 - a. Each **Claim** or **Occurrence** GBP 50,000
 - b. Aggregate GBP 50,000

Item 7. Additional Cover Sub-Limits of Liability

- A. Lost Documents Expenses
 - a. Aggregate Limit of Liability GBP 100,000

Item 8. Policy Aggregate Limit GBP 5,000,000 in respect of each **Insured**

Item 9. Excesses Applicable

- A. **Healthcare Liability Section**
 - Qualified members
Each **Claim** GBP 250
 - Student members
Each **Claim** Nil
- B. **Professional Liability Section**
 - Qualified members:
Each **Claim** GBP 250
 - Student members:
Each **Claim** GBP 250
- C. **Public Liability Section**
 - Qualified members:
Each **Claim** GBP 250
 - Student members:
Each **Claim** GBP 250

Item 10. Policy Retroactive Date	For each Insured , the date such Insured became a qualified or student member of the College of Paramedics or the 1 st November 2013 in respect of qualified members or 1 st June 2016 in respect of student members, whichever is the later.
Item 11. Additional Cover Excesses	
A. <u>Lost Documents Expenses</u>	
a. Aggregate Excess	GBP 5,000 each Claim
Item 12. Coverage Territory	Worldwide excluding USA and Canada (including their territories and possessions) except under the Public Liability Section , this limitation will not apply to Insureds on clinical placements in an observation capacity only
Item 13. Claims Jurisdiction	United Kingdom, Northern Ireland, Isle of Man and Channel Islands only
Item 14. Premium	
Item 15. Premium due	
Item 16. Notices to the Insurer	
A. <u>Claims matters</u>	Globalhealthcareclaims@awac.com
B. <u>All other notices</u>	Allied World Assurance Company (Europe) dac Attn: Healthcare Underwriting 20 Fenchurch Street London EC3M 3BY United Kingdom

Scheme Administrators

The Scheme is administered by

Graybrook Insurance Brokers Limited
8 Chandlers Way



South Woodham Ferrers

Essex United Kingdom CM3 8TB

Tel: 01245 321185

Website: www.graybrook.co.uk/cop-members

Email: enquiry@graybrook.co.uk

Signed:

For and on behalf of the **Insurer**

By: Dr Ajay Aggarwal

Title: Underwriter, Healthcare

Date: 23/05/2018

INTRODUCTION

ALLIED WORLD ASSURANCE COMPANY (EUROPE) DAC

Allied World Assurance Company (Europe) dac (“Allied World”) is incorporated in Ireland with its registered office at 3rd floor, George’s Quay Plaza, George’s Quay, Dublin 2., and with its UK Branch registered at 19th floor, 20 Fenchurch Street, London EC3M 3BY. Allied World is authorised by the Central Bank of Ireland and is subject to limited regulation by the Financial Conduct Authority. Details about the extent of Allied World’s regulation by the Financial Conduct Authority are available on request.

Allied World is covered by the Financial Services Compensation Scheme (FSCS).

INTERPRETATION

This **Policy** is issued in consideration of the payment of the Premium and in reliance on the information provided by or on behalf of the **Named Applicant** in the **Proposal** or otherwise in respect of the insurance provided by this **Policy**. Any word appearing in **bold black print** has a defined meaning. The definitions can be found in Part D of this **Policy**. The Section insuring agreements in Part A of this **Policy** are referred to in **bold red print** throughout this **Policy**.

This **Policy** includes insurance cover for Healthcare Liability, and also Professional Liability and Public Liability, if operative, in accordance with the terms herein. There are also certain extensions and additional cover to the insurance cover provided. The Sections of Part A of this **Policy** respond in different ways, including on a “claims made and notified” basis and an “occurrence” basis. Please read all the terms of this **Policy** carefully.

Reference to the singular includes the plural and vice versa. The masculine includes the feminine and vice versa. A statute, statutory instrument, regulation or order includes any amendment or re-enactment of that statute, statutory instrument, regulation or order. Any reference to a “person” (but not a “natural person”) includes a natural person, entity or organisation. Headings are for convenience only.

PERSONAL DATA PROTECTION

Allied World is committed to compliance with the E.U. General Data Protection Regulation and any applicable implementing or supplementing laws, rules or regulations, and as each may be updated, amended or superseded from time to time. Allied World may collect, use, store, disclose and otherwise process personal data for purposes such as assessing risk and providing insurance, administering a policy and assessing and managing claims. Personal data may be obtained by Allied World directly from the **Insured** or via a third party such as an insurance intermediary. If such personal data is not provided, Allied World may not be able to provide insurance, administer the policy, process a claim or make payments.

Allied World’s personal data privacy policy statement contains information on the types of personal data Allied World collects; from where it collects such personal data; the purposes and lawful bases for why it collects such personal data; to whom it discloses or transfers such personal data, such as to related parties or third parties (including outside of the European Economic Area) to, among other things, provide services associated with this **Policy** or to verify information or prevent or detect fraud; and the retention of such personal data. It also contains information on how the **Insured** can exercise its rights, including, under certain circumstances, a right to access the personal data Allied World holds about the **Insured**, to seek rectification or erasure of such data, to restrict or object to the processing of such data, to data portability, to lodge a complaint, or, where processing is based on consent, the right to withdraw consent.

Please see Allied World’s personal data privacy policy statement for further information in accordance with applicable laws at <https://www.alliedworldinsurance.com/europe-uk>. A copy may also be requested from, or any personal data privacy queries directed to, dataprotection@awac.com.



COMPLAINTS PROCEDURE

It is Allied World's intention always to supply a first-class standard of service. However, should you have any cause for complaint or you wish to make an enquiry regarding this insurance you may contact Allied World at the following address:

Allied World Assurance Company (Europe) dac
19th floor
20 Fenchurch Street
London
EC3M 3BY

Tel.: 0207 220 0600
Fax: 0207 220 0601
info@awac.com

If you are not satisfied with the way a complaint has been dealt with, you may, depending on certain circumstances, be able to request that the Financial Ombudsman Service ("FOS") review your case. Contact details for the FOS are set out below:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel.: 0800 023 4567
complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

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Part A
INSURING AGREEMENTS

The insurance provided by this **Policy** in the Sections below is subject to all the terms of this **Policy** unless stated otherwise.

HEALTHCARE LIABILITY SECTION

The **Insurer** will indemnify the **Insured** for **Damages** the **Insured** is legally liable to pay:

1. on account of **Patient Injury** where such **Injury** is caused by an **Incident** first occurring after the **Retroactive Date** and before the end of the **Policy Period**; and
2. as a result of a **Claim** first made against the **Insured** during the **Policy Period** and notified to the **Insurer** as soon as reasonably practicable and no later than 30 days after the end of the **Policy Period**.

Any **Claim** made against the **Insured** arising from a **Circumstance** first notified to the **Insurer** during the **Policy Period** will be deemed first made against the **Insured** at the time such **Circumstance** was first notified.

The **Insurer** will also indemnify the **Insured** for **Defence Costs** incurred by the **Insured** with the **Insurer's** prior written consent (not to be unreasonably withheld) in respect of a **Claim** covered under this Section.

Any reference in this **Policy** to the title of this Section, "**Healthcare Liability Section**", is to this Section in this Part A of this **Policy**.

PROFESSIONAL LIABILITY SECTION

The insurance provided by this **Professional Liability Section** will only be operative if this Section is shown as "operative" in Item 5 of the **Schedule**.

The **Insurer** will indemnify the **Insured** for **Damages** the **Insured** is legally liable to pay:

1. on account of **Non-Patient Injury** caused by a **Wrongful Act** first occurring after the **Retroactive Date** and before the end of the **Policy Period**; and
2. as a result of a **Claim** first made against the **Insured** during the **Policy Period** and notified

to the **Insurer** as soon as reasonably practicable and no later than 30 days after the end of the **Policy Period**.

Any **Claim** made against the **Insured** arising from a **Circumstance** first notified to the **Insurer** during the **Policy Period** will be deemed first made against the **Insured** at the time such **Circumstance** was first notified.

The **Insurer** will also indemnify the **Insured** for **Defence Costs** incurred by the **Insured** with the **Insurer's** prior written consent (not to be unreasonably withheld) in respect of a **Claim** covered under this Section.

Any reference in this **Policy** to the title of this Section, "**Professional Liability Section**", is to this Section in this Part A of this **Policy**.

PUBLIC LIABILITY SECTION

The insurance provided by this **Public Liability Section** will only be operative if this Section is shown as "operative" in Item 5 of the **Schedule**.

The **Insurer** will indemnify the **Insured** for **Damages** the **Insured** is legally liable to pay on account of **Non-Patient Injury**:

1. occurring during the **Policy Period**; and
2. caused by an **Occurrence**.

The **Insurer** will also indemnify the **Insured** for **Defence Costs** incurred by the **Insured** with the **Insurer's** prior written consent (not to be unreasonably withheld) in respect of a **Claim** arising from an **Occurrence** covered under this Section.

This Section does not cover, and the **Insurer** will not indemnify or be liable to the **Insured** under this Section in respect of any actual or alleged liability arising from any breach of professional duty or otherwise from the rendering of or failure to render any professional advice, care or service.

Any reference in this **Policy** to the title of this Section, "**Public Liability Section**", is to this Section in this Part A of this **Policy**.

Part B

EXTENSIONS & ADDITIONAL COVER

Unless otherwise stated, all terms of this **Policy** apply to the extensions and additional cover in this Part B of this **Policy** that follow.

MANUFACTURE OF MEDICAL PRODUCTS EXTENSION

The insurance provided under the **Healthcare Liability Section** is extended to include in the first paragraph of the definition of **Incident** an act, error or omission of the **Insured** in breach of professional duty in the manufacture, modification or mixing of a product or good (including any medication, medical device or appliance, and any container, packaging, labelling or instructions for use with such product or good) where such product or good is furnished or used by the **Insured** in the rendering of **Healthcare Treatment** within the **Coverage Territory** and undertaken in the conduct of the **Insured's Professional Activity**. Exclusion 266, Products, of this **Policy** will not apply to this Extension, but nothing in this Extension will be construed to provide cover for the sale or supply of any product or good not both (a) manufactured, modified or mixed, and (b) furnished or used, as set out above.

DEFENCE COSTS EXTENSIONS

Unless stated otherwise, the following Extensions extend the insurance for **Defence Costs** provided under any operative Section of Part A of this **Policy**.

1. **Abuse**

This Extension only applies to the **Healthcare Liability Section**.

Civil proceedings

Exclusions 1, Abuse, and 8, Criminal, Fraudulent, Dishonest Acts or Omissions of this **Policy** will not apply to any **Defence Costs** incurred by the **Insured** with the **Insurer's** prior written consent (not to be unreasonably withheld) in respect of a **Claim** alleging **Abuse** which would be covered under the **Healthcare Liability Section** but for the above Exclusions.

For the purposes of this Extension, all **Claims** in respect of any one person, or any two or more persons acting in concert, carrying out

the same or similar kind of **Abuse** (whether of one or more persons) will be deemed to be one **Claim**. All such **Claims** will be deemed to have been first made against the **Insured** at the time the first **Claim** arising from any of such **Abuse** is first made, and to have been notified to the **Insurer** at the time the first notice of the first of such **Claims** is given to the **Insurer**. However, if any of such **Claims** arises from any **Circumstance** first notified to the **Insurer** before any of such **Claims** is first made, then all such **Claims** will be deemed first made against the **Insured** and notified to the **Insurer** at the time the first notice of the first such **Circumstance** is given to the **Insurer**. All **Abuse** giving rise to such **Claims** will be deemed to have taken place at the time of the first act of **Abuse** giving rise to any of such **Claims**.

Criminal proceedings

Further, the insurance provided for **Defence Costs** is extended to include reasonable and necessary legal costs and expenses incurred by the **Insured** with the **Insurer's** prior written consent (not to be unreasonably withheld) in the defence of any criminal proceedings brought against the **Insured** in respect of any offence of **Abuse**, provided that:

1. such **Abuse** is the same as that giving rise to the **Claim(s)** for which **Defence Costs** cover is available pursuant to the paragraphs above;
2. such proceedings are notified to the **Insurer** as soon as reasonably practicable; and
3. no prior insurance policy provides cover (or would provide cover but for the exhaustion of limits of liability) for such costs or expenses.

Exclusions 1, Abuse, and 8, Criminal, Fraudulent, Dishonest Acts or Omissions, of this **Policy** will not apply to such extended **Defence Costs**.

Extension Conditions

The **Insured** must take all steps possible to cease any **Abuse**, prevent any further **Abuse** and minimize any liability which may arise from any **Abuse**.

Extension Exclusions

No part of this Extension will apply:

- a. to any costs or expenses incurred by or on behalf of an **Insured** from the time any final judgment or other final adjudication (not subject to any further appeal) is entered against such **Insured**, or from the time of any guilty plea or other admission under oath is made by such **Insured**, in respect of any such **Claim(s)** or criminal proceedings; or
- b. if a Queen's Counsel with the appropriate experience and expertise mutually agreed upon by the **Insurer** and the **Insured** (or if no agreement is reached, appointed by the Chairman of the Bar Council) advises that any such **Claim(s)** or criminal proceedings cannot be contested with a reasonable likelihood of success. The costs of the Queen's Counsel's advice will be deemed to be **Defence Costs** under this **Policy**.

Any reference to **Abuse** in this Extension will be deemed to include any conscious disregard thereof.

2. **Court Attendance Costs**

The definition of **Defence Costs** is extended to include the sums specified in Item 6 of the **Schedule** if the **Insured** is required in the **Insurer's** reasonable opinion to attend court within the **Coverage Territory**.

3. **Inquest and Investigation Costs**

The insurance provided for **Defence Costs** is extended to include reasonable and necessary legal costs and expenses incurred by the **Insured** with the **Insurer's** prior written consent (not to be unreasonably withheld) in the representation of the **Insured** at a coroner's inquest or any other inquiry undertaken in the exercise of statutory powers within the **Coverage Territory**

(including any such inquiry conducted by the General Medical Council), provided that:

1. the subject of such inquest or other inquiry is an **Incident, Wrongful Act** or **Occurrence** giving rise to a **Claim** covered under an operative Section of Part A of this **Policy**;
2. such inquest or other inquiry is notified to the **Insurer** as soon as reasonably practicable; and
3. no prior insurance policy provides cover (or would provide cover but for the exhaustion of limits of liability) for such costs or expenses.

Extension Exclusions

This Extension will not apply to any costs or expenses incurred by an **Insured** in connection with any inquest or other inquiry if a Queen's Counsel with the appropriate experience and expertise mutually agreed upon by the **Insurer** and the **Insured** (or if no agreement is reached, appointed by the Chairman of the Bar Council) advises that any allegation against such **Insured** which is the subject of such inquest or other inquiry cannot be contested with a reasonable prospect of success. The costs of the Queen's Counsel's advice will be deemed to be **Defence Costs** under this **Policy**.

4. **Fraud/Dishonesty**

Civil proceedings

Exclusion 8, Criminal, Fraudulent, Dishonest Acts or Omissions of this **Policy** will not apply to any **Defence Costs** incurred by the **Insured** with the **Insurer's** prior written consent (not to be unreasonably withheld) in respect of a **Claim** alleging a fraudulent, dishonest, malicious or reckless act or omission (other than **Abuse** (or conscious disregard thereof) or an offence of manslaughter) which would be covered under an operative Section of Part A of this **Policy** but for the above Exclusion.

Criminal proceedings

Further, the insurance provided for **Defence Costs** is extended to include reasonable and necessary legal costs and expenses incurred

by the **Insured** with the **Insurer's** prior written consent (not to be unreasonably withheld) in the defence of any criminal proceedings alleging a fraudulent, dishonest, malicious or reckless act or omission (other than **Abuse** (or conscious disregard thereof) or an offence of manslaughter) by the **Insured**, provided that:

1. such fraudulent, dishonest, malicious or reckless act or omission is the same as that giving rise to the **Claim** for which **Defence Costs** cover is available pursuant to the paragraph above;
2. such proceedings are notified to the **Insurer** as soon as reasonably practicable; and
3. no prior insurance policy provides cover (or would provide cover but for the exhaustion of limits of liability) for such costs or expenses.

Exclusion 8, Criminal, Fraudulent, Dishonest Acts or Omissions of this **Policy** will not apply to such extended **Defence Costs**.

Extension Exclusions

No part of this Extension will apply:

- a. to any costs or expenses incurred by or on behalf of an **Insured** from the time any final judgment or other final adjudication (not subject to any further appeal) is entered against such **Insured**, or from the time of any guilty plea or other admission under oath is made by such **Insured**, in respect of such **Claim** or criminal proceedings; or
- b. if a Queen's Counsel with the appropriate experience and expertise mutually agreed upon by the **Insurer** and the **Insured** (or if no agreement is reached, appointed by the Chairman of the Bar Council) advises that such **Claim** or criminal proceedings cannot be contested with a reasonable prospect of success. The costs of the Queen's Counsel's advice will be deemed to be **Defence Costs** under this **Policy**.

5. **Manslaughter Defence Costs**

Civil proceedings

Exclusion 8, Criminal, Fraudulent, Dishonest Acts or Omissions of this **Policy** will not apply to any **Defence Costs** incurred by the **Insured** with the **Insurer's** prior written consent (not to be unreasonably withheld) in respect of a **Claim** alleging an offence of manslaughter which would be covered under an operative Section of Part A of this **Policy** but for the above Exclusion.

Criminal proceedings

Further, the insurance provided for **Defence Costs** is extended to include reasonable and necessary legal costs and expenses incurred by the **Insured** with the **Insurer's** prior written consent (not to be unreasonably withheld) in the defence of any criminal proceedings brought against the **Insured** in respect of any offence of manslaughter, provided that:

1. such offence is the same as that giving rise to the **Claim** for which **Defence Costs** cover is available pursuant to the paragraph above;
2. such proceedings are notified to the **Insurer** as soon as reasonably practicable; and
3. no prior insurance policy provides cover (or would provide cover but for the exhaustion of limits of liability) for such costs or expense.

Exclusion 8, Criminal, Fraudulent, Dishonest Acts or Omissions of this **Policy** will not apply to such extended **Defence Costs**.

Extension Exclusions

No part of this Extension will apply:

- a. to any costs or expenses incurred by or on behalf of an **Insured** from the time any final judgment or other final adjudication (not subject to any further appeal) is entered against such **Insured**, or from the time of any guilty plea or other admission under oath is made by such **Insured**, in respect of such **Claim** or such criminal proceedings; or

- b. if a Queen's Counsel with the appropriate experience and expertise mutually agreed upon by the **Insurer** and the **Insured** (or if no agreement is reached, appointed by the Chairman of the Bar Council) advises that such **Claim** or such criminal proceedings cannot be contested with a reasonable prospect of success. The costs of the Queen's Counsel's advice will be deemed to be **Defence Costs** under this **Policy**.

6. **Public Relations Costs**

The insurance provided for **Defence Costs** is extended to include reasonable and necessary costs and expenses of a public relations consultant retained by the **Insured** in preventing or reducing adverse publicity which is reasonably likely to cause material reputational damage to the **Insured's Professional Activity**, and which arises from a **Claim** covered under an operative Section of Part A of this **Policy** (or from a **Claim** in respect of which **Defence Costs** cover is available under any other Defence Costs Extension in this Part B of this **Policy**), provided that:

1. the **Insurer** has given its prior written consent to such public relations consultant being retained and has given its consent to the costs and expenses incurred by such consultant (such consent not to be unreasonably withheld); and
2. such extended **Defence Costs** will not apply after such **Claim** has been settled or pursued to final judgment or other final adjudication (not subject to any appeal).

If, after notice under Notice and Conduct of Claims Conditions 2, Notice of Circumstance, or 3, Notice of Occurrence, the **Insurer**, at its sole discretion, pays any sum under any Defence Costs Extension above before a **Claim** arising from the **Circumstance** or **Occurrence** is first made, or if it does so and no such **Claim** is in fact made, such sum will be covered under such Extension as if one such **Claim** had been made.

ADDITIONAL INSURED EXTENSIONS

1. **Indemnity to Principal**

The insurance provided under any operative Section of Part A of this **Policy** is extended to add as an **Insured** any principal on whose behalf the **Insured** is providing a service as part of the **Insured's Professional Activity** under a written contract but only in such capacity, and only to the extent cover would otherwise have been available under this **Policy**, and provided always that:

1. such principal's liability arises directly and solely from the service performed by the **Insured**;
2. such principal has not, in the **Insurer's** reasonable opinion, caused or contributed to the claim brought against it; and
3. such principal has not admitted liability or prejudiced the defence of the claim without the **Insurer's** prior written consent.

2. **Indemnity to Spouse & Estate**

The insurance provided under any operative Section of Part A of this **Policy** is extended to add as an **Insured** the spouse, or any natural person with equivalent legal status, of an **Insured** (hereinafter "Spouse"), and the estate or heir(s) of any **Insured** who is deceased or legally incapacitated (hereinafter the "Estate"), but only in such capacity, and only to the extent cover would otherwise have been available under this **Policy**, and provided always that:

1. such Spouse or Estate's liability arises directly and solely from the activities of such **Insured**;
2. such Spouse or Estate (or the personal representatives of the Estate) has not, in the **Insurer's** reasonable opinion, caused or contributed to the claim brought; and
3. such Spouse or Estate (or the personal representatives of the Estate) has not admitted liability or prejudiced the defence of the claim without the **Insurer's** prior written consent.



Notwithstanding anything to the contrary in paragraphs 1 to 2 above, no other person will be added as an **Insured** by virtue of the addition of the persons referred to in those paragraphs as **Insureds**. Further, no other Extension or Additional Cover in this Part B of this **Policy** will apply or be available to any such persons.

ADDITIONAL COVER

1. **Loss of Documents**

The **Insurer** will indemnify the **Insured** for **Lost Documents Expenses** in respect of the

Insured's first discovery of **Lost Documents** during the **Policy Period**, provided such first discovery is notified to the **Insurer** within 30 days of such first discovery.

Any costs or expenses incurred in replacing or restoring **Lost Documents** or any other documents or records in any form whatsoever will not otherwise be covered under this **Policy**.

Part C

LIMITS OF LIABILITY, EXCESS & RELATED LOSSES

LIMITS OF LIABILITY

1. Section Limits of Liability

The **Insurer's** limits of liability under each Section of Part A of this **Policy** is specified in Item 5 of the **Schedule**. The each **Claim** or each **Occurrence** Limits of Liability specified therein under a Section of Part A of this **Policy** will be the **Insurer's** maximum liability under such Section in respect of each **Claim** or each **Occurrence** as specified therein. Any aggregate Limit of Liability specified therein under any Section of Part A of this **Policy** will be the **Insurer's** maximum liability under such Section regardless of the number of **Claims, Incidents, Wrongful Acts, Circumstances, Occurrences** or Extensions under this **Policy**.

Any Sub-Limit of Liability specified in Item 5 of the **Schedule** under any Section of Part A of this **Policy** as respects **Bodily Injury, Property Damage, Personal Injury** or **Pure Financial Loss**, will be the **Insurer's** maximum liability in respect of such **Bodily Injury, Property Damage, Personal Injury** or **Pure Financial Loss** under such Section in respect of each **Claim** or each **Occurrence** (as specified therein), and in the aggregate (if specified therein). Any such Sub-Limit will be part of and not in addition to the Limits of Liability of the Section of Part A of this **Policy** under which such Sub-Limit is specified.

In no event will liability arising from the same **Claim** be covered under more than one Section of Part A of this **Policy**.

2. Section Extensions Limits of Liability

Any payment made by the **Insurer** under any Extension in Part B of this **Policy** is subject to and reduces the Limits of Liability for the Section of Part A of this **Policy** to which the Extension applies or upon which it is contingent.

In addition, certain Extensions are subject to a Sub-Limit specified in Item 6 of the **Schedule**, which will be the **Insurer's** maximum liability

under such Extension in respect of each **Claim** (as respects the **Healthcare Liability Section** or the **Professional Liability Section**) or each **Occurrence** (as respects the **Public Liability Section**), to which such Extension applies or upon which it is contingent, and in the aggregate, if specified therein, regardless of the number of Sections of Part A of this **Policy** to which such Extension may apply. Any such Sub-Limit will be part of and not in addition to the Limits of Liability.

3. Additional Cover Limits of Liability

The **Insurer's** maximum liability for **Lost Documents Expenses** under the Additional Cover in Part B of this **Policy** will not exceed the **Lost Documents Expenses** Aggregate Limit specified in Item 7 of the **Schedule** regardless of the number of **Lost Documents**. The **Lost Documents Expenses** Aggregate Limit is separate from and in addition to the Section Limits of Liability provided for above.

4. Payment of Defence Costs

Any payment of **Defence Costs** (including any sum under any Defence Costs Extension) by the **Insurer** will be subject to and will reduce the applicable Limits of Liability of this **Policy** even if the **Insurer** assumes control pursuant to Notice and Conduct of Claims Condition 6, Claims Control, of this **Policy**.

5. Policy Limits of Liability

The **Insurer's** maximum liability under this **Policy** will not exceed the Policy Aggregate Limit specified in Item 8 of the **Schedule** regardless of the number of **Claims, Incidents, Wrongful Acts, Circumstances, Occurrences, Sections** of Part A of this **Policy** or Extensions or the Additional Cover provided. However, notwithstanding the foregoing, the Policy Aggregate Limit will not apply to any Section of Part A of this **Policy** which is not subject to an aggregate Limit of Liability, as specified in Item 5 of the **Schedule**.

EXCESS

1. Section & Extension Excesses

The Excess under each Section of Part A of this **Policy** is specified in Item 9 of the **Schedule** and will be the first amount of **Damages** and **Defence Costs** in respect of each **Claim** or each **Occurrence**, as specified therein (including any sum under any Extension in Part B of this **Policy** applicable to or contingent upon that **Claim** or **Occurrence**), retained by the **Insured**, for which the **Insurer** will not be liable under this **Policy** and in excess of which the cover provided by each Section and Extension will apply.

2. Additional Cover Excess

Lost Documents Expenses under the Additional Cover in Part B of this **Policy** will be subject to the **Lost Documents Expenses** Aggregate Excess specified in Item 10 of the **Schedule**. The **Lost Documents Expenses** Aggregate Excess will be the first amount of **Lost Documents Expenses** retained by the **Insured**, for which the **Insurer** will not be liable under this **Policy** and in excess of which the additional cover provided by this **Policy** for such **Lost Documents Expenses** will apply. The **Lost Documents Expenses** Aggregate Excess is separate from and in addition to the Section and Extension Excesses provided for above.

3. Payment of Defence Costs

Any payment of **Defence Costs** (including any sum under any Defence Costs Extension) by the **Insurer** will be subject to the applicable Excess of this **Policy**.

RELATED LOSSES

1. Same Person

Healthcare Liability Section

As respects the **Healthcare Liability Section**, all **Claims** arising from **Injury** of any kind sustained by the same natural person, their dependent or foetus, caused by:

1. the same **Incident**; or
2. related, repeated or similar acts, errors or omissions in breach of professional duty,

will be deemed to be one **Claim**.

All such **Claims** will be deemed to have been first made at the time the first **Claim** arising from any of such **Injury** is first made, and to have been notified to the **Insurer** at the time the first notice of the first of such **Claims** is given to the **Insurer**. However, if any of such **Claims** arises from any **Circumstance** first notified to the **Insurer** before any of such **Claims** is first made, then all such **Claims** will be deemed first made and notified to the **Insurer** at the time the first notice of the first such **Circumstance** is given to the **Insurer**.

All acts, errors or omissions, or events or exposures to conditions, giving rise to such **Claims** will be deemed to have taken place at the time of the first of such matters giving rise to any of such **Claims**.

Professional Liability Section

As respects the **Professional Liability Section** (if operative), all **Claims** arising from **Injury** of any kind sustained by the same person, or if a natural person, the same natural person, their dependent or foetus, caused by:

1. the same **Wrongful Act**; or
2. related, repeated or similar acts, errors or omissions in breach of professional duty,

will be deemed to be one **Claim**.

All such **Claims** will be deemed to have been first made at the time the first **Claim** arising from any of such **Injury** is first made, and to have been notified to the **Insurer** at the time the first notice of the first of such **Claims** is given to the **Insurer**. However, if any of such **Claims** arises from any **Circumstance** first notified to the **Insurer** before any of such **Claims** is first made then, all such **Claims** will be deemed first made and notified to the **Insurer** at the time the first notice of the first such **Circumstance** is given to the **Insurer**.

All acts, errors or omissions giving rise to such **Claims** will be deemed to have taken place at the time of the first act, error or omission giving rise to any of such **Claims**.

Public Liability Section

As respects the **Public Liability Section** (if operative), any and all **Injury** of any kind



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sustained by the same person, or if a natural person, the same natural person, their dependent or foetus, caused by the same **Occurrence**, will be deemed to have occurred at the time at which the first such **Injury** occurs. As respects **Personal Injury**, that will be deemed to be when the first act, error or omission which causes any such **Personal Injury** occurs. As respects **Pure Financial Loss**, that will be deemed to be the earlier of when the first **Claim** was made against the **Insured** for any such **Pure Financial Loss** or when the first notice of circumstances reasonably likely to give rise to a **Claim** for any such **Pure Financial** was first given by the **Insured** to the **Insurer**.

2. Same Occurrence

Healthcare Liability Section

If there is an **Occurrence** giving rise to liability covered under the **Healthcare Liability Section** (by virtue of the inclusion of the **Occurrence** in the second paragraph of the definition of **Incident** and that paragraph being operative), all **Claims** covered under that Section arising from the same **Occurrence** (included in such **Incident**) will be deemed to be one **Claim**. However, nothing in this paragraph will affect any **Claims** arising from any act, error or omission included in the first paragraph of the definition of **Incident**.

Healthcare Liability Section and Public Liability Section

In addition, as respects the same **Occurrence** giving rise to **Non-Patient Injury** covered under the **Public Liability Section** and also giving rise to **Patient Injury** covered under the **Healthcare Liability Section** (by virtue of the inclusion of the **Occurrence** in the second paragraph of the definition of **Incident** and that paragraph being operative) of this **Policy** (or one such Section of this **Policy** and the other such Section of any other policy issued at any time by the **Insurer** to the **Insured**), the following additional provisions will apply: (i) the **Insurer's** maximum liability under such Sections combined in respect of all **Injury** arising from such **Occurrence** will be no more than the amount of the greatest of the Limits of Liability available under only one of such Sections; and (ii) the amount that the **Insured** will be liable to retain as an Excess under all such Sections combined will be limited to the amount of the greatest applicable Excess under only one of such Sections. The **Insured** agrees to reimburse the **Insurer** at the **Insurer's** request to the extent it makes any overpayment in respect of such **Injury** arising from such **Occurrence**.

Nothing in the paragraph above will be construed as increasing the Limits of Liability or Excesses which apply to **Injury** covered under any Section or policy referred to above.

Part D
DEFINITIONS

1. **Abuse** means the actual or threatened sexual abuse, sexual molestation, sexual assault, sexual victimisation, physical abuse, physical assault, verbal abuse, bullying, any resulting mental or emotional injury, or any coercion to engage in sexual or abusive activities.
2. **Bodily Injury** means death, physical injury to the body, disease, illness or mental injury.
3. **Circumstance** means:
 1. an **Incident** (as respects the **Healthcare Liability Section**) or **Wrongful Act** (as respects the **Professional Liability Section**), whether or not breach of duty is accepted, which has or may have caused **Injury** in respect of a person reasonably identifiable by the **Insured**, but only where such **Injury** is, or would be if caused, reasonably likely to give rise to a **Claim**; or
 2. any of the following matters regardless of whether they are likely to give rise to a **Claim**:
 - a. unexpected fatality or major permanent loss of mental or physical function not related to the natural course of the patient's illness or underlying condition;
 - b. wrong site or wrong patient surgery;
 - c. birth trauma or other intra-partum injury reasonably likely to cause major permanent loss of mental or physical function; or
 - d. birth defect not previously identified in any genetic test or ante-natal scan conducted by the **Insured**.
4. **Claim** means a demand or assertion of a right or entitlement made by a person against the **Insured** for **Damages** or the intimation by a person of the intention to seek such **Damages**, provided such demand, assertion or intimation is communicated to the **Insured**.
5. **Claims Jurisdiction** means the territory or territories specified in Item 14 of the **Schedule**.
6. **Clinical Trial** means any study, research, test, experiment or trial in relation to humans to develop, discover, test or verify the safety, efficacy, reactions to or effects of substances, drugs, treatments, procedures, products or devices.
7. **Computer Systems** means computer hardware, software or firmware, or associated input and output devices, data storage devices, networking equipment, back up facilities or electronic data, whether operated by the **Insured** or on its behalf by a third party service provider.
8. **Coverage Territory** means the territory or territories specified in Item 13 of the **Schedule**.
9. **Damages** means compensatory damages and claimant's costs relating to such damages.
10. **Defence Costs** means reasonable and necessary legal costs and expenses incurred in the investigation, defence or settlement of a **Claim**. It does not mean:
 1. the salaries, wages, benefits or expenses of the **Insured**;
 2. the **Insured's** administrative expenses; or
 3. any costs or expenses referred to in the definition of **Damages**.
11. **Documents** means records and other documents created, obtained or received in the course of the **Insured's Professional Activity** within the **Coverage Territory**, for which the **Insured** is responsible in connection with the **Insured's Professional Activity**, except the following:
 1. any records or other documents kept in magnetic or electronic form unless such records or documents are duplicated and the duplicate is stored at a separate address as a back-up; and

2. stamps, currency, coins, bank notes, bullion, travellers' cheques, cheques, postal orders, money orders, securities or any other similar documents or instruments.
12. **Food or Drink** means any nutritious substance that a person eats or drinks. It does not include any medicine or other similar substance used to treat or prevent illness, disease or other injury (or any food or drink containing any such medicine or other substance).
13. **Healthcare Treatment** means medical, surgical, nursing, dental, therapeutic or mental health diagnosis, treatment or care, or any other similar service, together with any advice given in connection with such diagnosis, treatment or care, physical rehabilitation in connection with such diagnosis, treatment or care, and the furnishing or use of **Food or Drink**, medication, medical devices, appliances or any other products in connection with such diagnosis, treatment or care, and the handling or the performance of post-mortem examinations on human bodies.
14. **Inception Date** means the time the **Policy Period** commences.
15. **Incident** means:
 1. an act, error or omission of the **Insured** in breach of professional duty in rendering or failing to render **Professional Healthcare Services** within the **Coverage Territory**, or
 2. an **Occurrence**, provided, however, that this paragraph 2 will only be operative if the **Public Liability Section** is operative.
16. **Injury** means **Bodily Injury, Property Damage, Personal Injury** or **Pure Financial Loss**.
17. **Insured** mean the natural person or persons specified as the Insured in Item 1 of the **Schedule**.
18. **Insured's Professional Activity** means the professional activities described in Item 4 of the **Schedule**, provided that in no event will such activities be broader than that described in the **Proposal**.
19. **Insurer** means the company providing this insurance, designated in the introduction to this policy wording.
20. **Lost Documents** means **Documents** that cannot be located following diligent search or have been accidentally destroyed or damaged.
21. **Lost Documents Expenses** means reasonable and necessary costs and expenses incurred by the **Insured** with the **Insurer's** prior written consent (not to be unreasonably withheld) in replacing or restoring **Lost Documents**. It does not include **Defence Costs** or **Damages**.
22. **Named Applicant** means the party specified in Item 1 of the **Schedule** as the Named Applicant, acting on behalf of all **Insureds** in connection with this **Policy**.
23. **Network Security Breach** means:
 1. unauthorised access to or unauthorised use of any **Computer Systems** by any person not an **Insured** under this **Policy**;
 2. a denial of service attack against any **Computer Systems**; or
 3. infection of any **Computer Systems** by a malicious code or transmission of a malicious code from any **Computer Systems**.
24. **Non-Patient Injury** means **Injury** except **Injury** included in the definition of **Patient Injury**.
25. **Occurrence** means:
 1. as respects **Injury** other than **Personal Injury**:
 - a. an accidental event, or
 - b. continuous or repeated exposure to the same harmful conditions not expected or intended by the **Insured**, arising in connection with the **Insured's Professional Activity** within the **Coverage Territory**, provided that, under subparagraph a. above, a series of accidental events attributable to the same, or

substantially the same, original cause or source will be deemed to be one accidental event;

2. as respects **Personal Injury**, an act, error or omission arising in connection with the **Insured's Professional Activity** within the **Coverage Territory**, provided that all such related or repeated acts, errors or omissions will be deemed to be one such act, error or omission.

It does not mean or include any act, error or omission in breach of professional duty or otherwise in the rendering of or failure to render any professional advice, care or service.

26. **Patient Injury** means **Injury** sustained by a natural person, their dependent or foetus, arising in connection with:

1. the rendering of or failure to render **Healthcare Treatment** to such natural person by the **Insured**; or
2. an event or exposure to conditions occurring while such natural person received or was in the course of receiving, **Healthcare Treatment** from the **Insured**, provided, however, that this paragraph 2 will only be operative if the **Public Liability Section** is operative.

27. **Personal Injury** means injury arising from:

1. misuse of private information, or breach of confidence, any right of privacy or data protection legislation;
2. defamation;
3. infringement of a copyright, patent, registered design, service mark, trade mark or trade name;
4. battery where valid consent has not been given; or
5. false arrest, wrongful detention or wrongful imprisonment,

including mental injury resulting from any of the above.

28. **Policy** means the **Schedule**, this insurance policy wording, the **Proposal** and any endorsements.

29. **Policy Period** means the period of time specified in Item 2 of the **Schedule**.

30. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant or any other irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste (including materials to be discarded, stored pending final disposal, recycled, reconditioned or reclaimed).

31. **Product** means a product or good manufactured, sold, supplied, distributed, specified, designed, formulated, constructed, modified, mixed or tested by or on behalf of the **Insured**, including any container, packaging, labelling or instructions for use with such product or good.

32. **Professional Healthcare Services** means the following services:

1. **Healthcare Treatment**;
2. the care, custody or control of **Documents** in connection with **Healthcare Treatment**;
3. the evaluation of the professional qualifications or clinical performance of any provider of **Healthcare Treatment**, or the promotion or maintenance of the quality of **Healthcare Treatment**, by the formal accreditation, standards review or equivalent professional board or committee of which the **Insured** is a member; or
4. the execution of a decision or directive of the formal accreditation, standards review or equivalent professional board or committee of which the **Insured** is a member,

but only insofar as undertaken in the conduct of the **Insured's Professional Activity**.

33. **Property Damage** means:

1. physical damage to, or loss or destruction of, specific tangible property, including any resulting loss of use of such property; or
2. trespass, nuisance or interference with any right of way, air, light or water.

However, where the definition of **Patient Injury** is used in this **Policy** (but not the definition of **Pure Financial Loss** in that definition), **Property Damage** means injury in the form of damage to, or loss or destruction of, specific tangible personal effects, including resulting loss of use of such personal effects.

Any resulting loss of use of property, as provided for above, will be deemed to occur at the time of the physical injury to, or loss or destruction of, the property that caused it.

Tangible property does not mean information represented, transmitted or stored electronically including code or series of instructions operating systems programs, software and firmware.

34. **Proposal** means the proposal form completed by or on behalf of the **Insured** and all other information provided to the **Insurer** in connection with this **Policy** before the parties entered into this contract.
35. **Pure Financial Loss** means pecuniary loss that is not consequent upon **Bodily Injury** or **Property Damage** and is not otherwise included in the definition of **Injury**.
36. **Retroactive Date** means the date specified in Item 11 of the **Schedule** or, if later, any date specified in Item 12 of the **Schedule** with respect to the matters specified therein.
37. **Schedule** means the "Schedule" which includes details of, among other things, the Named Applicant, the Insured, Policy Period, Limits of Liability, Excess and Premium, and

which is provided with and refers to this policy wording.

38. **Terrorist Action** means the actual or threatened:
 1. use of force or violence against persons or property;
 2. commission of an act dangerous to human life or property; or
 3. commission of an act that interferes with or disrupts an electronic or communication system undertaken by any person or group whether or not acting on behalf of or in connection with any organisation, government power, authority or military force,when the reasonably apparent intent or effect is:
 - a. to intimidate or coerce a government or business or to disrupt any segment of the economy; or
 - b. to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public or to intimidate or coerce one or more such segments; or
 - c. to further political, ideological, religious or cultural objectives or to express support for, or opposition to, a philosophy, ideology, religion or culture.
39. **Wrongful Act** means an act, error or omission of the **Insured** in breach of professional duty in the conduct of the **Insured's Professional Activity** within the **Coverage Territory**.

Part E
EXCLUSIONS

This **Policy** does not cover and the **Insurer** will not indemnify or be liable to the **Insured** under this **Policy** in respect of any actual or alleged:

1. **Abuse**

1. Liability arising from actual or alleged **Abuse**;
2. Liability arising from the actual or alleged conscious disregard of **Abuse**, which term where used here and elsewhere in this **Policy** will be understood to mean the failure by any natural person who was aware, or ought reasonably to have been aware, of **Abuse**, to take all reasonable steps to prevent such **Abuse**;
3. Liability arising from the employment or credentialing of any person who has or is alleged to have committed **Abuse**; or
4. Liability arising from the negligent supervision, investigation or reporting to the proper authorities of any person who has or is alleged to have committed **Abuse**;

2. **Advertising Activity**

Liability arising from advertising activities, including liability arising from the incorrect description of any goods, services, articles or commodities or a mistake or incorrect description in any advertised price;

3. **Aircraft/Motor Vehicle/Watercraft**

Liability arising from the ownership, maintenance, use, operation or entrustment to others of any aircraft (including any unmanned aerial vehicle), motor vehicle or watercraft, except that this Exclusion will not apply to liability on account of **Bodily Injury** or **Property Damage**:

1. arising from the loading or unloading of any aircraft, motor vehicle or watercraft by the **Insured**; or
2. otherwise covered under the **Public Liability Section** and arising from the movement of a motor vehicle obstructing the rendering of **Healthcare Treatment** by

the **Insured** so that such **Healthcare Treatment** can be rendered;

provided that the exceptions in subparagraphs 1 and 2 above will not apply to any actual or alleged liability:

- a. in respect of physical damage to, or loss or destruction of, such aircraft, motor vehicle or watercraft or to property conveyed therein; or
- b. in respect of which the **Insured** is entitled to indemnity under any other insurance;

4. **Asbestos**

Liability arising from or connected with the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos containing products or materials or asbestos fibres or asbestos contained in or forming part of any building, building material or insulating material, or any derivatives of asbestos, except that this Exclusion will not apply to any **Patient Injury** caused by an act, error or omission in breach of professional duty in the rendering of or failure to render **Healthcare Treatment** for **Bodily Injury** caused by any of the matters referred to above;

5. **Claims Jurisdiction**

Liability arising in connection with any legal proceedings (including any criminal proceedings, inquest or inquiry) commenced outside of the **Claims Jurisdiction**;

6. **Clinical Trials**

Liability arising from any **Clinical Trial**, including the protocol for any such **Clinical Trial** and any publication relating to any **Clinical Trial**, except that this Exclusion will not apply to **Patient Injury** caused by an act, error or omission in breach of professional duty in the rendering of or failure to render **Healthcare Treatment** in the execution of a **Clinical Trial**;

7. **Contractual Liability**

Liability arising from any oral or written contract or agreement, including any express warranties or guarantees and any liability of any party assumed by the **Insured** under any oral or written contract or agreement, except that this Exclusion will not apply to the extent the **Insured** would have been liable in the absence of such contract or agreement;

8. **Criminal, Fraudulent, Dishonest Acts or Omissions**

Liability of an **Insured** arising in connection with any actual or alleged criminal, fraudulent, dishonest, malicious or reckless act or omission committed, condoned or contributed to by such **Insured**;

9. **Directors' and Officers' Liability**

Liability of the **Insured** incurred as a director, officer or trustee in respect of the performance or non-performance of their duties as a director, officer or trustee;

10. **Electronic Media**

Liability, loss, cost or expense arising from any defamation, harassment or extortion which occurs in connection with any information, text, graphics, images, or video or sound content, of any kind, published or posted (or in the case of extortion, threatened to be published or posted) on any form of electronic media, any website or any form of social media (including any blog and any on-line business or social network);

11. **Expected or Intended**

Injury (or a rate or level of **Injury**) expected or intended by the **Insured**, or which the **Insured** ought reasonably to have expected or intended, provided that this Exclusion will only apply as respects an **Occurrence**;

12. **Intellectual Property**

Liability arising from the infringement of a copyright, patent, registered design, service mark, trade mark or trade name or from the misappropriation of ideas under an implied contract, where such infringement or misappropriation is known by the **Insured**, or ought reasonably to have been known by the

Insured, to be such an infringement or misappropriation at the time of the act or omission concerned;

13. **Intoxicants**

1. Liability of an **Insured** on account of **Injury** caused or contributed to by such **Insured** whilst under the influence of any type of alcohol, narcotic, hallucinogenic agent or any other type of intoxicant;
2. Liability of the **Insured** vicariously liable in respect of **Injury** caused by another person whilst under the influence of any type of alcohol, narcotic, hallucinogenic agent or any other type of intoxicant but only if such **Insured** knew or should reasonably have known that such person was under the influence of any type of alcohol, narcotic, hallucinogenic agent or any other type of intoxicant at or about the time such **Injury** was caused;

14. **Knowing Breach of Confidence etc.**

Liability of an **Insured** arising from any breach of confidence, misuse of private information, breach of data protection legislation or breach of any right of privacy, known by such **Insured**, or which ought reasonably to have been known by such **Insured**, to be a breach of confidence, misuse of private information, breach of data protection legislation or breach of right of privacy at the time of the disclosure or use of the information concerned;

15. **Knowing False Statements**

Liability of an **Insured** arising from any oral or written statement known by such **Insured**, or which ought reasonably to have been known by such **Insured**, to be false at the time of publication;

16. **Liability as an Employer**

Liability arising from any duty or obligation of the **Insured** as an employer owed to an employee, or former, prospective or applicant employee, or dependent of any such employee, including liability arising:

1. from **Bodily Injury** to any employee arising out of or during the course of his or her employment;

2. under any workers' compensation scheme, disability benefits, or unemployment compensation law, or any similar law or employment protection legislation; and
 3. from any refusal to employ, termination of employment or coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination in respect of an employee, or other employment-related practices, policies, acts or omissions;
17. **Liquor Liability**
- Liability arising from:
1. causing or contributing to the intoxication of any person by the furnishing of alcoholic beverages;
 2. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 3. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;
18. **Medical Licences**
- Liability of an **Insured** arising from an act, error or omission occurring at a time when any licence required by the relevant lawfully established and recognised licensing authority within the **Coverage Territory** in respect of such **Insured** or such **Insured's** activity had not been obtained, was not in force or was suspended;
19. **Network Security Breach**
- Liability, loss, cost or expense arising in connection with any **Network Security Breach**, except that this Exclusion will not apply where:
1. such **Network Security Breach** causes any equipment, device or **Computer Systems** used for the purpose of rendering **Healthcare Treatment** to function other than in the way intended by the **Insured**; and
 2. as a direct result of such failure, such person sustains **Bodily Injury** as a direct result of the rendering of or failure to render such **Healthcare Treatment**;
20. **Nuclear**
- Liability arising from any nuclear fission, nuclear fusion or radioactive contamination or any other nuclear related hazard, except that this Exclusion does not apply to **Bodily Injury** included in the definition of **Patient Injury** resulting from the use of nuclear medicine or radiation therapy in rendering **Healthcare Treatment**, but does apply to liability arising from nuclear waste or by-product material which is created by the rendering of **Healthcare Treatment**;
21. **Pollution**
- Liability, loss, cost or expense arising from:
1. the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; or
 2. the testing for, monitoring, cleaning-up, removing, containing, treating, detoxifying or neutralising of **Pollutants**, whether or not any of the foregoing are or should be performed by the **Insured** or by others;
22. **Prior Known**
1. Liability of any **Insured** arising from any **Claim** or **Circumstance**, which is known in whole or in part by such **Insured** prior to the **Policy Period**, provided that this Exclusion will only apply to the **Healthcare Liability Section** and the **Professional Liability Section**;
 2. Liability of any **Insured** arising from any **Occurrence**, **Injury** or cause of **Injury**, which is known in whole or in part by such **Insured** prior to the **Policy Period** provided that this Exclusion will only apply to the **Public Liability Section**; or
 3. **Lost Documents** known in whole or in part by the **Named Applicant** or any manager (or equivalent) in any **Insured Entity's** risk, insurance, claims or legal department, prior to the **Policy Period**;
23. **Prior Occurring**
1. Liability:

- a. arising in whole or in part from any act, error or omission, event or exposure to conditions taking place before the **Retroactive Date** (hereinafter “matters”) or from any act, error or omission, event or exposure to conditions related to any such matters, including any duty to warn or otherwise advise in respect of any such matters; or
- b. arising from any **Claim** first made (or, under the terms of this **Policy** or any other insurance policy issued by the **Insurer**, deemed first made) before the **Inception Date**;

provided that this Exclusion will only apply to the **Healthcare Liability Section** and to the **Professional Liability Section** and to any **Pure Financial Loss** under the **Public Liability Section**;

2. Liability arising from any **Injury** commencing or occurring (or, under the terms of this **Policy** or any other insurance policy issued by the **Insurer**, deemed to have commenced or occurred) before the **Policy Period**, provided that this Exclusion will only apply to the **Public Liability Section**;

24. **Prior Notified**

Liability arising from any **Incident, Wrongful Act, Occurrence, Injury, Claim, Circumstance** or any other matter:

1. notified to a Medical Defence Organisation prior to the **Policy Period**; or
2. notified under any insurance policy commencing prior to the **Policy Period**, or deemed notified, or which the **Insured** was entitled to or should reasonably have notified, under the terms of any such policy;

25. **Privacy Breach Costs and Expenses**

Notification costs, computer security costs, forensic costs, call centre costs, public relations costs, credit or personal information monitoring costs or any other such costs or expenses, or any **Pure Financial Loss**, incurred

in connection with the theft, access to, loss of, damage to or disclosure of private, confidential, privileged or personal information or data, whether arising in connection with any **Network Security Breach** or otherwise, and whether incurred by the **Insured** or by others;

26. **Products**

Liability arising from any **Product** except that this Exclusion will not apply to any liability arising from any **Food or Drink** manufactured, sold or supplied by the **Insured**;

27. **Product Property Damage**

Physical damage to, or loss or destruction of, any **Product**, or any part thereof, or any **Pure Financial Loss** or **Property Damage** arising out of such **Product** or any part thereof;

28. **Product Recall**

Liability, loss, cost or expense incurred in relation to the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of a **Product**, if such **Product** is withdrawn or recalled from the market or from use by any person;

29. **Property Damage**

Property Damage to:

1. any property the **Insured** owns, rents, or occupies, including any costs or expenses incurred by the **Insured** or any other person, for repair, replacement, enhancement, restoration, maintenance, evacuation, cleaning-up, treating or detoxifying of such property for any reason, including prevention of injury to a person or damage to another’s property;
2. any premises sold, given away, or abandoned by the **Insured**;
3. any property loaned to the **Insured**;
4. any personal property in the care, custody or control of the **Insured**; or
5. that particular part of land on which the **Insured** or any contractors or subcontractors working directly or indirectly on the **Insured’s** behalf are performing operations, if the **Property Damage** arises out of those operations;



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except that this Exclusion will not apply to:

- a. **Property Damage** included in the definition of **Patient Injury** or to any **Lost Documents** otherwise covered under this **Policy**; or
- b. **Property Damage** to premises leased or rented to an **Insured** (including landlord's fixtures and fittings) except where liability for such **Property Damage** has been assumed by the **Insured** under a tenancy or other agreement and would not have attached in the absence of such agreement;

30. **Punitive Damages, Fines and Penalties**

1. Exemplary or punitive damages or that part of damages resulting from the multiplication of compensatory damages;
2. Aggravated damages;
3. Restitutionary damages;
4. Fines, penalties or other pecuniary sanctions; or
5. Damages arising from any of 1 to 4 above;

31. **Territorial Limits**

Liability or **Lost Documents** arising from or in connection with the activities of the **Insured's Professional Activity** outside of the **Coverage Territory**;

32. **Terrorism, War and Weapons of Mass Destruction (WMD)**

Liability arising from or connected with any of the following:

1. war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or operation, or action by a regular or irregular military force or other authority to hinder or defend against actual or expected attack;
2. insurrection, rebellion, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any government or

martial authority in hindering or defending against any of the foregoing;

3. **Terrorist Action** or any government or other civil authority responding to actual or anticipated **Terrorist Action**; or
4. discharge, explosion, or use of a weapon of mass destruction of any kind, including any nuclear, radioactive, biological or chemical weapon or agent;

except that this Exclusion will not apply to **Bodily Injury** included in the definition of **Patient Injury** caused by an act, error or omission in breach of professional duty in the rendering of or failure to render **Healthcare Treatment** for **Bodily Injury** caused by any of the matters referred to above;

33. **Trading, Tax, Investment, Insurance Losses**

1. Trading losses or trading liabilities or loss of profits incurred by or on behalf of the **Insured** or by any business managed by or carried on by or on behalf of the **Insured**;
2. Liability or loss arising from any breach of taxation, competition, restraint of trade or anti-trust law or regulation;
3. Liability or loss arising from any investment or investment advice, any operation or administration of any pension or employee benefit scheme or trust fund, or any arrangement or maintenance of insurance, indemnity or finance; or
4. Liability or loss arising in connection with the **Insured's** insolvency or bankruptcy;

34. **Unlicensed/Unapproved Products**

Liability arising in connection with the recommendation, furnishing or use for any purpose of any product or good which is not licensed or approved in accordance with applicable laws, regulations or rules, but only if such product or good is required to be licensed or approved for the purpose in question.

Part F
CONDITIONS

GENERAL CONDITIONS

1. Authorisation

The **Named Applicant** will act for and on behalf of all **Insureds** for the purposes of giving notices to and receiving notices from the **Insurer** or its representatives under any provision of this **Policy**, for cancelling this **Policy** and for paying any premium or receiving any premium under this **Policy**.

2. Applicable Law and Arbitration

Applicable Law

This **Policy**, and any dispute or claim arising out of or relating to it, will be governed by and construed in accordance with the laws of England and Wales.

Arbitration

Any dispute, controversy or claim arising out of or relating to this **Policy** or the breach, cancellation, termination or invalidity thereof will be finally and fully determined by arbitration with its seat in London, England, under the provisions of the Arbitration Act 1996 (the "Act") or any statutory modifications or amendments thereto, for the time being in force, by a Board composed of three arbitrators to be selected for each dispute, controversy or claim as provided for below.

Any party may, in the event of such a dispute, controversy or claim, notify the other party or parties to such dispute, controversy or claim of its desire to arbitrate the matter, and at the time of such notification the party desiring arbitration must notify any other party or parties of the name of the arbitrator selected by it. The other party or parties notified must, within 30 days thereafter, select an arbitrator and notify the party desiring arbitration of the name of such second arbitrator. If the party or parties notified of a desire for arbitration fail or refuse to nominate the second arbitrator

within 30 days following the receipt of such notification, the party who first served notice of a desire to arbitrate shall, within an additional period of 30 days, apply to a judge of the High Court of Justice of England and Wales for the appointment of a second arbitrator and in such a case the arbitrator appointed by such a judge will be deemed to have been nominated by the party or parties who failed to select the second arbitrator. The two arbitrators, chosen as above provided, will within 30 days after the appointment of the second arbitrator choose a third arbitrator. In the event of the failure of the first two arbitrators to agree on a third arbitrator within said 30 day period, either of the parties may within a period of 30 days thereafter, after notice to the other party or parties, apply to a judge of the High Court of Justice of England and Wales for the appointment of a third arbitrator and in such case the person so appointed will be deemed and will act as the third arbitrator.

In case the Board fails to reach a unanimous decision, in respect of any arbitration pursuant to the above, the decision of the majority of the members of the Board will be deemed to be the decision of the Board and the same will be final and binding on the parties thereto. Any decision by the Board will be a complete defence to any attempted appeal or litigation of such decision in the absence of fraud, collusion or serious irregularity. Without limiting the foregoing, the parties waive any right to appeal to, or seek collateral review of the decision of the Board by, any court or other body to the fullest extent permitted by applicable law, including, without limitation, application or appeal under Sections 45 and 69 of the Act.

3. **Assignment**

This **Policy** or any right arising under it may not be assigned without the prior written consent of the **Insurer**.

4. **Cancellation**

This **Policy** may be cancelled by the **Named Applicant** by giving written notice of cancellation to the **Insurer**. The **Policy Period** will terminate at the time specified in such notice provided that such time may not be before the notice was sent by the **Named Applicant**. In the event of cancellation by the **Named Applicant**, the **Insurer** will retain its proportionate share of the premium specified in Item 15 of the **Schedule**, by reference to the proportion of the **Policy Period** for which the **Insurer** was on risk or thirty-five percent (35%) of the premium specified in Item 15 of the **Schedule**, whichever is greatest.

However, in the event that the **Insurer** has indemnified or agreed to indemnify the **Insured** in respect of any **Claim** or established a reserve in respect of any **Claim**, no premium will be returned to the **Named Applicant** or any **Insured** under this **Policy**. Further, if any **Claim** should, subsequent to the return of any premium under this **Policy**, be indemnified by the **Insurer**, the **Insurer** will be entitled to set-off from such indemnity the premium returned to the **Named Applicant**.

If the **Insurer** does not receive the premium(s) due under this **Policy** by the date(s) specified in Item 16 of the **Schedule**, the **Insurer** may, after such date(s), give the **Named Applicant** 30 days' written notice of its intention to cancel this **Policy** from inception, and if the **Insurer** does not receive the premium due before the expiry of such notice, this **Policy** will be cancelled automatically from inception, unless otherwise agreed in writing.

5. **Contracts (Rights of Third Parties) Act 1999**

This **Policy** does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this **Policy**. The **Insurer** and the **Named Applicant** may cancel this **Policy** in accordance with General Condition 4,

Cancellation, of this **Policy** without giving notice to any third party.

6. **Dates**

Unless otherwise stated to the contrary, reference in this **Policy** to any calendar date will be understood to refer to 12.01 a.m. on such date at the **Named Applicant's** address.

7. **Manner of Notice**

Except as set out in Notice and Conduct of Claims Condition 4, Manner of Notice of Claims, of this **Policy**, any notice to be given under this **Policy** must be sent by email or by recorded post to the address specified in Item 17(B) of the **Schedule** (in the case of notice by the **Insured** to the **Insurer**) or Item 1 of the **Schedule** (in the case of notice by the **Insurer** to the **Insured**). Any notice by or on behalf of the **Insured** to the **Insurer** will be deemed given only on actual receipt by the **Insurer**.

8. **Other Insurance**

If there is other insurance or indemnity available to the **Insured** for liability, loss, cost or expense covered under this **Policy**, except any such other insurance written specifically excess of this **Policy** for the **Policy Period**, then this **Policy** will apply excess of such other insurance or indemnity. This Condition applies even if such other insurance or indemnity is subject to a provision similar to this Condition.

9. **Paying the Limit**

The **Insurer** will be entitled at any time and at its absolute discretion to pay the **Insured** the full remaining Limits of Liability of this **Policy**, after which the **Insurer** will have no liability whatsoever under this **Policy**.

10. **Payments by the Insurer within the Excess**

Any sums paid by the **Insurer** which are within any Excess specified in Item 9 or in Item 10 of the **Schedule** must be reimbursed by the **Insured** at the **Insurer's** request.

11. **Reasonable precautions**

The **Insured** must take all reasonable steps to prevent accidents and to observe and comply with all relevant applicable laws, obligations,

requirements, regulations and codes of professional conduct.

12. Sanctions

The **Insurer** will not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this **Policy** 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, including under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

13. Subrogation

The **Insurer** will be subrogated to all the rights of recovery of the **Insured** against any person before or after any payment is made under this **Policy** provided that the **Insurer** will not exercise any such rights against any **Insured** unless:

1. the liability, loss, cost or expense in respect of which payment is provided under this **Policy** was caused or contributed to by fraud or dishonesty or by malicious act, error or omission by such **Insured** or by persons acting for or on behalf of the **Insured**; or
2. such **Insured** has separate insurance in respect of the liability, loss, cost or expense indemnified under this **Policy**.

The **Insured** will promptly at its own expense provide the **Insurer** with such assistance as it may reasonably require in pursuing any right of recovery. If the **Insured** interferes with or prejudices the **Insurer's** ability to exercise any right of recovery, whether by waiving its rights or otherwise, the **Insurer** will be entitled to reduce any payments otherwise due under this **Policy** in an amount equal to the amount the **Insurer** is unable to recover due to such conduct of such **Insured**.

14. Taxes

Taxes, levies and other relevant fiscal charges are payable by the **Insured** in addition to the Premium specified in Item 15 of the **Schedule**.

NOTICE AND CONDUCT OF CLAIMS CONDITIONS

1. Notice of Claim

Notwithstanding any provision of this **Policy** (including any deeming provisions), the **Insured** must, as a condition precedent to the **Insured's** right to be indemnified under this **Policy** in respect of any **Claim**, give notice to the **Insurer** as soon as reasonably practicable of such **Claim**.

2. Notice of Circumstance

As respects the **Healthcare Liability Section** and the **Professional Liability Section** (if operative), the **Insured** must give notice to the **Insurer** as soon as reasonably practicable of any **Circumstance**.

3. Notice of Occurrence

As respects the **Public Liability Section** (if operative), the **Insured** must give notice to the **Insurer** as soon as reasonably practicable of any **Occurrence** or **Injury** which may give rise to a **Claim**.

4. Manner of Notice of Claims

Notice by the **Insured** as contemplated by Notice and Conduct of Claims Conditions 1, 2 and 3 of this **Policy**, together with any notice of any criminal proceeding, inquest or inquiry or other claims related matter, and any subsequent correspondence in respect of such matters, must be sent by email or by recorded post to the applicable address specified in Item 17(A) of the **Schedule**. Such notice must contain sufficient information to allow the **Insurer** to identify the **Claim**, **Circumstance** or **Occurrence** (or other matter) in question, and also to identify the nature of the **Injury** and the identity of the person concerned. Any notice by or on behalf of the **Insured** to the **Insurer** will be deemed given only on actual receipt by the **Insurer**.

5. Cooperation

The **Insured** must fully cooperate with the **Insurer** in the defence, investigation or settlement of any matter that may involve this **Policy** and, at its own expense, must provide all information and assistance that the **Insurer** may reasonably require. In addition, the **Insured** must ensure that all information is

retained in accordance with relevant statutory regulations or procedures and ensure that all information relevant to any **Claim** and any **Circumstance** is preserved in its entirety and is not in any way destroyed or otherwise disposed of or sent to any third party except for the **Insured's** legal representatives without the prior written consent of the **Insurer**.

6. **Claims Control**

Insurer's Right to Control Claim

The **Insurer** does not assume any duty to defend the **Insured** under this **Policy** in respect of any **Claim** or otherwise. However, the **Insurer** will have the right at any time to take sole control of the defence (including the selection and direction of defence counsel), investigation or settlement of any **Claim** or **Circumstance** (or criminal proceeding, inquest or inquiry, if applicable). The **Insurer** will have the right at any time to withdraw from the defence, investigation or settlement of any such matters and upon such withdrawal such defence, investigation or settlement will revert to the **Insured**.

Consent to Settlement etc

As a condition precedent to the right to be indemnified under this **Policy**, the **Insured** must not, in whole or in part, admit or assume any liability, agree to any settlement, incur any costs or expenses including **Defence Costs** (whether under any Section of Part A of this **Policy** or under any Defence Costs Extension), consent to any arbitral or alternative dispute resolution proceedings or make any settlement offer or engage in any settlement negotiations without the **Insurer's** prior written consent.

Notwithstanding the above, any statement by the **Insured** in seeking to comply with the Duty of Candour (or equivalent statutory duty in the **Coverage Territory**) will not be deemed to be an admission of liability, to the extent that such statement is reasonably necessary to comply with such duty.

In addition, the **Insured** may, without the consent of the **Insurer**, enter into a full and

final settlement of a **Claim** or pay **Defence Costs** in respect of any **Claim** which have been invoiced by a legal representative of the **Insured** retained with the **Insurer's** prior written consent, provided that:

1. the applicable Excess specified in Item 9 of the **Schedule** is not exceeded by such settlement or payment of **Defence Costs**;
2. the **Insured** notifies the **Insurer** as soon as it is reasonably likely that the limit of the applicable Excess may be reached; and
3. the **Insurer** has not assumed control of the **Claim** concerned.

7. **Insured's Right to Settle**

The **Insured** will not be obliged to defend any **Claim** the subject of legal proceedings if a Queen's Counsel with the appropriate experience and expertise mutually agreed upon by the **Insurer** and the **Insured** (or if no agreement is reached, appointed by the Chairman of the Bar Council) advises that such proceedings cannot be contested with a reasonable prospect of success. The costs of the Queen's Counsel's advice will be deemed to be **Defence Costs** under this **Policy**.

8. **Insured's Right to Contest**

If the **Insured** refuses to consent to a settlement amount recommendation by the **Insurer** in respect of any **Claim** that in the **Insurer's** reasonable opinion could be settled for such amount, and the **Damages** are ultimately in excess of the amount of the **Insurer's** settlement recommendation, then the **Insurer** will not be liable under this **Policy** for the **Damages** excess of the amount of the **Insurer's** settlement recommendation or any **Defence Costs** incurred by the **Insured** after the time of such recommendation.

9. **Mitigation**

The **Insured** must take all reasonable steps to minimize and not to increase any liability in connection with any **Claim** or **Circumstance** which may be covered under this **Policy**.

Named Applicant: College of Paramedics
Policy number: C045496/002
Endorsement number: 001
Effective date: 01/06/2019
12:01 a.m. at the **Named Applicant's** address

EXCLUSIONS AMENDATORY ENDORSEMENT

It is understood and agreed that the following is added to the end of the Exclusions in Part E of this **Policy**:

This **Policy** does not cover and the **Insurer** will not indemnify or be liable to the **Insured** under this **Policy** in respect of any actual or alleged:

1. Paid Work

Liability arising from:

- a. Any activity within the scope of the **Insured's** full time employment;
- b. Any activity funded or commissioned directly or indirectly by the N.H.S. (including but not limited to urgent care, walk-in centres or G.P. practices); or
- c. Any activity where the total gross earnings when added to all other gross earnings of the **Insured**, except earnings from a. or b. above, exceed £5,000 in any 12 month period

whether the **Insured** is working as a PAYE employee, self-employed, agency worker or independent contractor;

2. Elite Athletes Exclusion

Liability arising from any **Claim** made by any person:

- a. Whose full time earnings are derived from playing in any sport or sports activities (a **Professional Sportsperson**), or
- b. Who is currently a member of a national team or squad (an **Elite Athlete**),

except that this Exclusion will not apply to any **Claim** arising from paramedic services provided by the **Insured** to that person for less than 21 days during the **Policy Period**;

3. Student Supervision Clause

Liability arising from any activities carried out by any student of the College of Paramedics, unless:

- a. They are supervised by a qualified Paramedic or other registered healthcare professional;
- b. The student is not entitled to receive indemnity from any other insurance policy or indemnity from any other insurance policy or indemnity arrangement;
- c. The activity is considered to be within their scope of practice

4. Medical malpractice: HCPC registration requirement.

Except with respect to any student, liability of an **Insured** arising from any act, error or omission occurring at a time when such **Insured** was not registered with the Health and Care Professions Council (HCPC)

6. Independent prescribing

Liability arising from any independent prescribing activity by any qualified paramedic unless agreed by Underwriters at an additional premium of 90.00 GBP excluding IPT per qualified paramedic.

Wording reference: HCLP-CP 00002 148 (05/18)

Endorsement number: 002

12:01 a.m. at the **Named Applicant's** address

INSURED VS INSURED ENDORSEMENT

It is understood and agreed that the following is added to the end of the General Conditions in Part F of this **Policy**:

Liability of the **Insured** to another **Insured** (or relative of an **Insured**) except that this exclusion will not apply to liability of the **Insured** to any **Insured** on account of bodily injury to such Insured caused by an act, error or omission arising in connection with the **Insured's** professional activity.

Named Applicant: College of Paramedics
Policy number: C045496/002
Endorsement number: 003
Effective date: 01/06/2019
12:01 a.m. at the **Named Applicant's** address

LIMITS OF LIABILITY, EXCESS & RELATED LOSSES AMENDATORY ENDORSEMENT

It is understood and agreed that the following is added at the beginning of the Limits of Liability, Excess & Related Losses provisions in Part C of this **Policy**:

The limits of liability and excesses under this **Policy** will apply separately to each **Insured** under this **Policy**. Notwithstanding the above, any additional **Insured** under the Additional Insureds Extensions in Part B of this **Policy** will share and be subject to the same limits of liability and excess as apply to the **Insured** by virtue of which such additional **Insured** is an **Insured** under this **Policy**.

All other terms and conditions of the **Policy** remain the same.

Retirement and Run-off/ERP Endorsement

It is understood and agreed that the following is added to the end of the General Conditions in Part F of this policy:-

Retirement

If an **Insured** retires from practice as a Paramedic and ceases to be a qualified member of the College of Paramedics, then cover will be provided for **claims** arising from or related to **incidents, wrongful acts or occurrences** taking place after the date of retirement, subject to:

- Qualified members notifying the College of Paramedics of their retirement
- Have completed and signed the Declaration of Retirement form.

Student members that do not upgrade to qualified member status with the College of Paramedics, will also benefit from the following Extended Reporting Period ("ERP") in respect of their previous activities as a Paramedic Student.

Extended Reporting Period (ERP)

If during the **Policy Period** any **Insured** retires and ceases to be a qualified or Student member of the College of Paramedics, and the **Insurer** has been notified of this on the next quarterly bordereau, then the **Insured** will be entitled to an Extended Reporting Period ("ERP") commencing on the date such **Insured** ceased to be a qualified or Student member of the College of Paramedics, and ending on the date the **Insurer** ceases providing its healthcare liability package policy (College of Paramedics) insurance to the **Insured**. There will be no additional premium charged for this Extended Reporting Period which will apply solely as respects any section of Part A of this **Policy**, written on a "Claims Made" basis.

The **Insurer** will not offer an ERP if the **Insurer** cancels this policy for non-payment of premium or non-compliance with the policy's terms. The ERP is not cancellable.

During any applicable Extended Reporting Period, the **Insured** to whom the ERP applies may give the **Insurer** written notice pursuant to notice and conduct of claims condition of this policy, of claims first made against such **Insurer** during the ERP, but solely in respect of any **incident, wrongful act or occurrence** that takes place after the Retroactive Date, and before the date such insured ceased to be a member of the College of Paramedics. Such claims will be deemed to have been first made and notified to the **Insurer** during the policy period.

The cover provided by the ERP will not increase or reinstate the limits of liability specified in the policy.

All other terms and conditions of the policy remain the same.

Named Applicant: College of Paramedics
Policy number: C045496/002
Endorsement number: 006
Effective date: 01/06/2019
12:01 a.m. at the **Named Applicant's** address

VICARIOUS LIABILITY ENDORSEMENT

It is understood and agreed that the following is added to the end of the General Conditions in Part F of this **Policy**:

Cover shall be provided hereunder for the vicarious liability of an **Insured** which arises from the negligent acts of a student, trainee or a volunteer for whom the **Insured**, is legally responsible provided that any claim falls within the scope of Paramedic practice as defined by the College of Paramedics

All other terms and conditions of the **Policy** remain the same.

Signed:

For and on behalf of the **Insurer**

By:

Title:

Date:

Named Applicant: College of Paramedics
Policy number: C045496/002
Endorsement number: 007
Effective date: 01/06/2019
12:01 a.m. at the **Named Applicant's** address

INSURED'S PROFESSIONAL ACTIVITY

It is understood and agreed that Item 4, Insured's Professional Activity, of the **Schedule** is as follows:

Item 4. As respects qualified paramedics, the following:

1. Activities (other than **Full Time or NHS Work**) generally recognized as being within the scope of their profession, whether voluntary or paid work (including **Medico-legal work** and training of others, to the extent not **Full Time or NHS Work**) but only where the total gross earnings from all such activities combined do not exceed £5,000 in any 12 month period.
2. **Good Samaritan Acts.**

As respects student paramedics, the following:

1. **Elective placements** whilst under the supervision of a qualified paramedic or **registered healthcare professional** whose licence has been issued by the relevant lawfully established and recognised licencing authority to practise in the territories for which the elective placement will be undertaken;
2. **Good Samaritan Acts.**

As used herein:

1. **Full Time or NHS Work** means activities within the scope of the **Insured's** full time employment or funded or commissioned directly or indirectly by the N.H.S. (including but not limited to urgent care, walk-in centres or G.P. practices).
2. **Good Samaritan Acts** means **Healthcare Treatment** voluntarily administered without remuneration or any other benefit at the scene of an accident, medical emergency, disaster or catastrophe which is not for or on behalf of any charity or other organisation
3. **Medico-legal work** means the provision of services as an expert witness in connection with legal proceedings between parties other than the **Insured**, including the production of expert reports, preparing for and attending conferences with counsel and other professionals and court in connection therewith.
4. **Elective Placements means** any clinical placement that is chosen by the **Insured** as an element of their paramedic qualification or further training programme.
5. **Registered healthcare professional** means any person who has received special training or education in a health related field including administration, direct provision of patient care or ancillary services and holds and is required by law to hold, a valid licence to practise in the relevant specialty.

All other terms and conditions of the **Policy** remain the same.

Named Applicant: College of Paramedics
Policy number: C045496/002
Endorsement number: 008
Effective date: 01/06/2019
12:01 a.m. at the **Named Applicant's** address

OTHER INSURANCE ENDORSEMENT

It is understood and agreed that the following is added to the end of the General Conditions in Part F of this **Policy**:

Cover applies under this **Policy** only where the **Insured** is not entitled to indemnity under any other insurance or Medical Malpractice/ Professional Indemnity / Public Liability Insurance or indemnity arrangements.

All other terms and conditions of the **Policy** remain the same.

Named Applicant: College of Paramedics
Policy number: C045496/002
Endorsement number: 009
Effective date: 01/06/2019
12:01 a.m. at the Named Applicant's address

PUBLIC LIABILITY AMENDATORY ENDORSEMENT – CLAIMS MADE

It is understood and agreed that this **Policy** is amended as follows:

1. The **Public Liability Section** in Part A of this **Policy** is deleted and replaced by the following:

The insurance provided by this **Public Liability Section** will only be operative if this Section is shown as “operative” in Item 5 of the **Schedule**.

The **Insurer** will indemnify the **Insured** for **Damages** the **Insured** is legally liable to pay:

1. on account of **Non-Patient Injury** caused by an **Occurrence** first occurring after the **Retroactive Date** and before the end of the **Policy Period**; and
2. as a result of a **Claim** first made against the **Insured** during the **Policy Period** and notified to the **Insurer** as soon as reasonably practicable and no later than 30 days after the end of the **Policy Period**.

Any **Claim** made against the **Insured** arising from a **Circumstance** first notified to the **Insurer** during the **Policy Period** will be deemed first made against the **Insured** at the time such **Circumstance** was first notified.

The **Insurer** will also indemnify the **Insured** for **Defence Costs** incurred by the **Insured** with the **Insurer's** prior written consent (not to be unreasonably withheld) in respect of a **Claim** covered under this Section.

This Section does not cover and the **Insurer** will not indemnify or be liable to the **Insured** under this Section in respect of any actual or alleged liability arising from any breach of professional duty or otherwise from the rendering of or failure to render any professional advice, care or service.

2. The provisions under the heading “Public Liability Section” in the Related Losses section of Part C of this **Policy** are deleted and replaced by the following:

As respects the **Public Liability Section** (if operative), all **Claims** arising from **Injury** of any kind sustained by the same person, or if a natural person, the same natural person, their dependent or foetus, caused by the same **Occurrence** will be deemed to have been first made at the time the first **Claim** arising from any of such **Injury** is first made, and to have been notified to the **Insurer** at the time the first notice of the first of such **Claims** is given to the **Insurer**. However, if any of such **Claims** arises from any **Circumstance** first notified to the **Insurer** before any of such **Claims** is first made, then all such **Claims** will be deemed first made and notified to the **Insurer** at the time the first notice of the first such **Circumstance** is given to the **Insurer**. If the **Occurrence** is comprised of more than one event, exposure, act, error or omission, it will be deemed to have occurred at the time of the first such event, exposure, act, error or omission.

3. The definition of **Circumstance** in Part D of this **Policy** is amended to include the following:

Under the **Public Liability Section**, **Circumstance** also means an **Occurrence** which has or may have caused **Injury** in respect of a person reasonably identifiable by the **Insured**, but only where such **Injury** is, or would be if caused, reasonably likely to give rise to a **Claim**.

4. Exclusion 22., Prior Known, is amended to delete paragraph 2. thereof and replace it with the following:

Liability of any **Insured** arising from any **Claim** or **Circumstance**, which is known in whole or in part by such **Insured** prior to the **Policy Period**.

5. Exclusion 23., Prior Occurring, is deleted and replaced by the following:

Named Applicant: College of Paramedics
Policy number: C045496/002
Endorsement number: 009
Effective date: 01/06/2019
12:01 a.m. at the **Named Applicant's** address

Liability:

- a. arising in whole or in part from any act, error or omission, event or exposure to conditions taking place before the **Retroactive Date** (hereinafter "matters") or from any act, error or omission, event or exposure to conditions related to any such matters, including any duty to warn or otherwise advise in respect of any such matters; or
 - b. arising from any **Claim** first made (or, under the terms of this **Policy** or any other insurance policy issued by the **Insurer**, deemed first made) before the **Inception Date**;
6. Notice and Conduct and Claims Condition 2., Notice of Circumstance is deleted and replaced by the following:
- The **Insured** must give notice to the **Insurer** as soon as reasonably practicable of any **Circumstance**.
7. Notice and Conduct and Claims Condition 3., Notice of Occurrence, is deleted.

All other terms and conditions of the **Policy** remain the same.

Named Insured: College of Paramedics
Policy number: C045496/002
Endorsement number: TEN
Effective date: 1st June 2019
12:01 a.m. at the **Named Applicant's** address

RETROACTIVE COVER AMENDATORY ENDORSEMENT

It is understood and agreed that, from the effective date above, **Item 10** of the **Schedule**, Policy Retroactive cover is added:

Full Time or NHS Work, where the total gross earnings from all paid activities combined do not exceed £5,000 in any 12-month period, prior to 1st June 2018 but after the date such Insured became a qualified or student member of the College of Paramedics or the 1st November 2013 in respect of qualified members or 1st June 2016 in respect of student members, whichever is the later.

All other terms and conditions of the **Policy** remain the same.