

## MEDICAL MALPRACTICE INSURANCE

### SCHEDULE – APPENDIX A

**This Insurance contains some particularly important conditions which the Insured must satisfy or the Insured could lose some or all of the cover provided. Because these are particularly important, the Underwriters want to draw the Insured’s attention to them and they will highlight them in bold and capital letters within the Policy.**

**Separately, there is also a warranty that the Insured must pay the premium when it is due, including when any instalment is due. If the Insured fails to do so, then the Insured’s cover will be suspended and the Policy may be cancelled.**

**NOTICE:** This Policy provides coverage on a Claims Made and Reported Basis. Except to such extent as may otherwise be provided herein, this insurance applies only to those **Claims** which are first made against the **Insured** and reported in writing to the underwriters during the **Policy Period** or **Extended Reporting Period** (if applicable). **Damages** and **Claims Expenses** shall be applied against the deductible. **Claims Expenses** under this Policy shall reduce and may exhaust the Limits of Liability. Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

This schedule along with the completed and signed **Proposal** and the Policy with endorsements shall constitute the contract between the **Insureds** and underwriters.

**Underwriters:** Axis Managing Agency Limited

**Policy Number:** G00200321

**Item 1. Named Insured**

Unite the Union

**Address**

Unite House, 128 Theobald’s Road, Holborn, London, WC1X 8TN

**Item 2. Policy Period**

From: 7<sup>th</sup> August, 2021

To: 6<sup>th</sup> August, 2022

**Item 3. Insuring Agreements and Extensions Included**

| <b>INSURING AGREEMENTS</b>                                      | <b>Included</b> |
|---|-----------------|
| Insuring Agreement I.A., Medical Malpractice                    | Yes             |
| Insuring Agreement I.B., Professional Indemnity                 | No              |
| Insuring Agreement I.C., Public/General Liability               | Yes             |
| Insuring Agreement I.D., Product Liability                      | No              |
| Insuring Agreement I.E., Loss of Documents                      | Yes             |
| Insuring Agreement I.F., Breach of Professional Confidentiality | Yes             |
| Insuring Agreement I.G., Libel and Slander                      | Yes             |
| Insuring Agreement I.H., Inquest Costs                          | Yes             |

**Item 4. Limits of Liability**

**1. Medical Malpractice**

Limit of Liability for Insuring Agreement I.A., (Medical Malpractice)

Each **Claim** including **Claims Expenses** GBP 5,000,000

**2. Professional Indemnity**

Limit of Liability for Insuring Agreement I.B., (Professional Indemnity)

Each **Claim** including **Claims Expenses** GBP NOT COVERED

**3. General/Public Liability**

Limit of Liability for Insuring Agreement I.C., (General/Public Liability)

Each **Claim** including **Claims Expenses** GBP 5,000,000

**4. Product Liability**

Limit of Liability for Insuring Agreement I.D., (Product Liability)

Each **Claim** including **Claims Expenses** GBP NOT COVERED

**5. Loss of Documents**

Limit of Liability for Insuring Agreement I.E., (Loss of Documents) GBP5,000,000

Each **Claim** including **Claims Expenses**

**6. Breach of Professional Confidentiality**

Limit of Liability for Insuring Agreement I.F., (Breach of Professional Confidentiality)

Each **Claim** including **Claims Expenses** GBP 5,000,000

**7. Libel and Slander**

Limit of Liability for Insuring Agreement I.G., (Libel and Slander)

Each **Claim** including **Claims Expenses** GBP 5,000,000

**8. Inquest Costs**

Limit of Liability for Insuring Agreement I.H., (Inquest Costs)

Each **Inquest** GBP 5,000,000

**9. Policy Aggregate Limit of Liability including Claims Expenses**

GBP 10,000,000

**Item 5. Deductible**

**Medical Malpractice and Public Liability**

Each Claim Including Claims Expenses GBP100,000.00

**Loss of Documents, Breach of Confidentiality & Libel and Slander**

Each Claim Including Claims Expenses GBP5,000.00

**Item 6. Gross Premium**

Paid in full

**Item 7. Extended Reporting Period**

a) Premium for Extended Reporting Period Not Applicable

b) Length of Extended Reporting Period Not Applicable

**Item 8. Retroactive Date**

None

**Item 9. Notifications under this Policy**

BDB (UK) Limited  
52-54 Leadenhall Street, London EC3A 2BJ  
[kthompson@bdbukltd.co.uk](mailto:kthompson@bdbukltd.co.uk)

&

Alan Boswell Insurance Brokers Limited  
Harbour House,  
126 Thorpe Road,  
Norwich,  
Norfolk NR1 1UL

**Item 10. Insured's Business**

Cover is for unite members employed in the UK health sector undertaking various occupations. Blanket limit across all members

**Item 11. Currency**

GBP

**Item 12. Medical Practitioners**

None

**Item 13. Applicable Law and Jurisdiction**

Great Britain, Northern Ireland, The Channel Islands, Gibraltar, the Isle of Man and the Republic of Ireland

**Item 14. Subsidiaries and Joint Ventures**

None

**Item 15. Additional Medical Practitioners**

None

**Item 16. Additional Other Staff**

None

**Item 17. Territory**

Great Britain, Northern Ireland, The Channel Islands, Gibraltar, the Isle of Man and the Republic of Ireland

**Item 18. Endorsements Effective at Inception**

**BDB (UK) Complaints Procedure Clause - Appendix B**

**LMA 3333 (Re) Insurers Liability Clause – Appendix C**

**LSW 581 (Aids and Hepatitis Non A Endorsement) (Sub Limit £500,000 in all) – Appendix D**

**LSW 3001 60 day Premium Payment Condition (Replacing XVII Premium Payment Warranty as per wording) as attached – Appendix E**

**No Claims Rebate as attached – Appendix G**

**Insurance Act 2015 Amendment Clause as attached – Appendix F**

**Coronavirus exclusion – Appendix H**

**Excluding claims arising out of and/or relating to bankruptcy and/or insolvency – Appendix I**

It is hereby noted and agreed that Exclusion P, 4 x is deleted and replaced with (x) any breach of any applicable data law – **Appendix J**

**Complaints procedure amendment – Appendix K**

**LMA3100 Sanctions clause – Appendix L**

**LSW1001 – Appendix M**

**It is hereby noted and agreed that:**

1. Cover hereunder excludes any claims arising from and/or relating to pre-natal, postnatal/postpartum, maternity, obstetrics and/or midwifery activities including but not limited antenatal health visits, new baby review/s, 6-8 week baby assessment/s and/or 1yr baby reviews..
2. Excess GBP 5,000 Each and Every Claim including costs and expenses to apply in respect of Loss of Documents, Breach of Confidentiality and Libel and Slander- Medical Malpractice.

3. Aids & Hepatitis Non A Clause is deleted from the wording and replaced with the LSW 581 (Aids and Hepatitis Non A Endorsement)
  
4. Blanket limit applies across all Members – 26,208 Members across 12 Membership Groups and 2,600 Voluntary Members & 181 Vets / Vet Nurses / Vet Auxiliaries.
  - Community Practitioners & Health Visitors Association 13,510
  - Mental Health Nurse Association 1534
  - Other Nurses 4493
  - Operating Dept Assistants & Practitioners 691
  - College of Health Care Chaplains 716
  - Society of Sexual Advisors 252
  - Clergy Section 2299
  - Other members in the not-for profit section 136
  - Counsellors & Psychotherapists 1209
  - Radiologists 55
  - Radiographers 562
  - BVU 751
  
5. This Policy will only respond to a claim in the event that the Employers primary policy refuses indemnity to the member (all members have their own cover) unless such refusal is due to the exercise or application of any discretion, right or privilege, where that discretion, right or privilege is exercised or applied after the contents of this Policy has become known to those exercising such discretion, right or privilege.

## **APPENDIX B**

### **BDB (UK) LIMITED COMPLAINTS PROCEDURE**

#### **HOW TO MAKE A COMPLAINT**

Should you wish to make a complaint against BDB (UK) Limited you may do so either in writing or verbally to the Compliance Officer at:

BDB (UK) Limited  
52-54 Leadenhall Street  
London  
EC3A 2BJ

Telephone Number: 0203 906 6200  
Email: [pgoff@bdbltd.co.uk](mailto:pgoff@bdbltd.co.uk)

#### **BDB (UK) LIMITED COMMITMENT TO CUSTOMERS**

BDB (UK) Limited is committed to handle all customers' complaints received promptly, fairly and in line with regulatory guidelines.

**We deem a complaint to be any expression of dissatisfaction, whether oral or written, and whether justified or not, from or on behalf of an eligible complainant about the firm's provision of, or failure to provide, insurance.**

#### **PROCEDURES**

1. On receipt of a complaint whether by telephone or in writing BDB (UK) Limited will log the complaint and instigate its Complaints Procedure.
2. If we are unable to deal with your complaint immediately an acknowledgement will be sent to you promptly, which will:
  - Confirm receipt of your complaint;
  - Advise you of who is dealing with your complaint;
  - Advise you when you can expect a formal response to your complaint; and
  - Advising you that we will keep you informed of the progress of your complaint.
3. A final or other response will be sent within 8 weeks of your original complaint. This will either give a final resolution to the problem, or state that the problem remains unresolved and give an estimate for final resolution.

## **LMA3333 SEVERAL LIABILITY CLAUSE – APPENDIX C**

ATTACHING TO AND FORMING PART OF POLICY NUMBER: G00200318

ADDITIONAL CLAUSES, ENDORSEMENTS, EXCLUSIONS, CONDITIONS AND WARRANTIES.

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### **(RE)INSURERS LIABILITY CLAUSE**

#### **(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

#### **Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07

LMA3333

## AIDS AND HEPATITIS NON A ENDORSEMENT – APPENDIX D

In consideration of the premium paid for this endorsement it is hereby understood and agreed that as respects any Claim arising from Hepatitis Non A or any condition directly or indirectly caused by, or associated with, the human immunodeficiency syndrome (HIV) initially named as either HTLV III or LAV or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named,

THE LIABILITY OF THE UNDERWRITERS SHALL NOT EXCEED GBP500,000 any one Claim and in the Aggregate as respects all Claims made and accepted within the coverage afforded by this endorsement.

The aforementioned aggregate Limit of Indemnity as respects all Claims shall be part of and not additional to the aggregate Limit of Indemnity specified in the Schedule of the Policy to which this endorsement attaches and of which it forms part.

In respect of this Endorsement the word Claim shall be deemed to include all costs fees expenses incurred in the defence or settlement of any Claim.

All other Terms Conditions Limitations and Exclusions remain unchanged.

LSW581(11/93)

## PREMIUM PAYMENT CLAUSE - APPENDIX E

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within **60 days** of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by **60<sup>th</sup> day** from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than **15** days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

LSW 3001

30/9/08



## **Insurance Act 2015 Amendment Clause – APPENDIX F**

The rights and obligations applying to the Insured and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015, including as further defined herein-

- a) Any duty of disclosure and fair presentation of risk
- b) Effect of warranties
- c) Effects of acts of fraud

Except for any remedies shown within this Policy that are more favorable to the Insured, in which case the remedies set out within the Insurance Act 2015 including as further defined herein shall be superseded.

### **Duty of Disclosure I Fair Presentation**

The Insured shall comply and continue to comply with their duty of Fair Presentation as defined in Section 3 of the Insurance Act 2015, and provide to Insurers a Fair Presentation of the risk at inception, renewal and variation of this Policy.

A "Fair Presentation of risk" means the Insured must disclose to Insurers:-

- a) every material circumstance that the Insured knows or ought to know (including matters known to those responsible for the Insured's insurance, and, if the Insured is not an individual, matters known to their senior management); or
- b) information to put Insurers on notice that they need to make further enquiries for the purpose of revealing those material circumstances; and
- c) such disclosure is in a manner which would be reasonably clear and accessible to Insurers; and
- d) in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence the Insurers judgement as a prudent insurer in determining whether to take the risk insured by this Policy and if so on what terms.

In the event of any failure by the Insured to provide such a Fair Presentation of risk:

- i. Insurers may avoid this Policy and refuse all Claims if:
  - a. such failure was deliberate or reckless and/or
  - b. Insurers would not have entered into this Policy on any terms if the Insured had made a Fair Presentation of the risk.

Should Insurers avoid the Policy, they will return the Premium paid to the Insured unless such failure was deliberate or reckless.

ii. if Insurers would have entered into the Policy but on different terms had the Insured made a Fair Presentation of the risk, Insurers may:

- a. reduce proportionately the amount to be paid on any Claim if Insurers would have charged a higher Premium calculated by applying the percentage that the actual Premium charged bears to the higher Premium
- b. treat the Policy as entered into on any such different terms (other than relating to the Premium) that the Insurer would have entered into had the Insured made a Fair Presentation of risk.

A breach will be deliberate if the Insured knows that they are in breach of the duty. It will be reckless if the Insured does not care whether they are in breach of the duty..

### **Warranties**

If the Insured breaches a warranty in this Policy, the Insurers liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

### **Dishonest and Fraudulent Claims**

If the Insured makes any Claims for indemnity knowing the same to be false or fraudulent as regards amount or otherwise, Insurers are not liable to pay the entire  
· Claim (including any parts of the Claim which are genuine) and are entitled to recover

from the Insured any sums paid in respect of the fraudulent Claim. Furthermore, the Insurer is entitled, at their election, to give notice to the Insured to terminate the Policy, with effect from the date of the fraudulent event, such notice to be given within 30 days of Insurers absolute knowledge of the fraudulent Claim and to retain the Premium in its entirety.

If the Insured makes a legitimate Claim but later deploy a fraudulent device to increase its chances of recovery, Insurers may, at their election, give notice to terminate the contract from the moment that the device was deployed, such notice to be given within 30 days of Insurers absolute knowledge of the deployment of the fraudulent device and to retain the Premium in its entirety.

. If the Insurer discovers at a later date that the Insured has made a fraudulent Claim, Insurers may, at their election, give notice to the Insured to terminate the Policy retrospectively, with effect from the date of the fraud, such notice to be given within 30 days of Insurers absolute knowledge of the fraud, and to retain the Premium in its entirety.

Insurers knowledge is "absolute" once they have completed an investigation of any suspected false or fraudulent act, including, where appropriate, obtaining further information from the Insured.

### **NO CLAIMS REBATE – APPENDIX G**

90 days after the expiry of each Period of Insurance with Nil claims during the last Period of Insurance and Subject to the Policy being renewed with the Company for a further Period of Insurance of not less than 12 months the Insured shall be entitled to a premium refund of 10%, which is incorporated in the renewal premium.

### **Coronavirus Exclusion – Appendix H**

Notwithstanding any other provision, no cover is provided under this **Policy** for any **Claim**, loss, liability, cost or expense, or **Defence Costs and Expenses** of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation, derivative or variation thereof.

This exclusion also applies to any **Claim**, loss, liability, cost or expense, or **Defence Costs and Expenses** of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- (i) any fear or threat (whether actual or perceived) of; or
- (ii) any action taken in controlling, preventing, suppressing, mitigating or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

### **Appendix I**

The following clause forms part of the 'Exclusions' Section to this Policy.

Excluding claims arising out of or relating to bankruptcy and/or insolvency.

### **Appendix J**

It is hereby noted and agreed that Exclusion P, 4 (x) within the policy wording is deleted and replaced with -  
(x) any breach of any applicable data law

## **Appendix K**

### Complaints

If you wish to make a complaint, please contact;

Complaints

AXIS Managing Agency Limited

52 Lime Street

London

EC3M 7AF

Tel: 020 7050 9000

Fax: 020 7050 9001

E-mail: [complaints@axiscapital.com](mailto:complaints@axiscapital.com)

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints

Lloyd's

One Lime Street

London EC3M 7HA

Telephone: 020 7327 5693

Fax: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

LMA9124

20 May 2016

### **SANCTION LIMITATION AND EXCLUSION CLAUSE – Appendix L**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10

LMA3100

## **Appendix M**

### **SEVERAL LIABILITY NOTICE INSURANCE (LSW1001)**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.