This is a “claims made” Policy which only provides cover in respect of Claims made against the Insured and notified to Insurers during the Policy Period and/or any reporting period.

Certain words and phrases have been specially defined for use in this Policy. These appear in bold type. Words importing the singular number shall include the plural and vice versa. The Policy and the Proposal shall be construed as one document. In the event of any conflict between this Policy and the Proposal, the Policy shall prevail.

This Policy has been underwritten by The Medical Professional Liability Company Limited (The MPLC) on behalf of certain Insurers at Lloyd’s. The MPLC is an underwriting intermediary licensed in Gibraltar by the Financial Services Commission, under licence number FSC00659B. The MPLC has notified the FSC of its intention to provide cross border services in accordance with the requirements of the EU Insurance Mediation Directive.

The MPLC aims to provide a first class professional service to its customers. Should you have any questions, concerns or complaints about your Policy or the handling of a Claim you should, in the first instance, contact your broker.

Alternatively, you may wish to contact The MPLC by writing to:
Managing Director
The Medical Professional Liability Company Limited,
Regal House, Queensway,
P.O. Box 1446,
Gibraltar.
Tel: +44 (0)20 3100 5151 / Fax: +350 20042239
Email: complaints@the-mplc.com

In the event that you are unable to resolve the situation you may, in certain circumstances, contact the Policyholder & Market Assistance Department at Lloyd’s.

Address: Policyholder & Market Assistance, Lloyd’s Market Services, One Lime Street, London, EC3M 7HA
Tel No: +44 (0)20 7327 5693;
Fax No: +44 (0)20 7327 5225;
E-mail: complaints@lloyds.com

Finally, in the event that the Policyholder & Market Assistance Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service (FOS) or other local dispute resolution body. Further details will be provided at the appropriate stage of the complaints process.

PLEASE READ THIS POLICY CAREFULLY

LLOYDS

1 Lime Street, London, EC3M 7HA
Telephone +44 (0)20 7327 1000
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Gibraltar - Main Office: Regal House, Queensway, PO Box 1446, Gibraltar
UK – Branch Office: 107 Fenchurch Street, London EC3M 5JF, United Kingdom
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30/06/2017
The Schedule

**ITEM 1** Policy Number: 017/00005320/00  
Broker’s Reference: B0621PFDO06517

**ITEM 2** Name of the Insured:  
1) The individual members of The British & Irish Orthoptic Society  
2) The special interest groups (as detailed in Schedule 'A') of the British & Irish Orthoptic Society (BIOS)

**ITEM 3** Address of Insured:  
British and Irish Orthoptic Society  
Sailsbury House  
Station Road, Cambridge  
CB1 2LA

**ITEM 4** Policy Period  
From: 01 July 2017  
To: 01 July 2018  
At: 00:01 hours  
At: 00:01 hours

Local standard time at the Insured’s address stated in Item 3 above

**ITEM 5** Limit of Indemnity:  
As detailed in Endorsement 1.1  
Any one Claim  
As detailed in Endorsement 1.1  
In the aggregate during the Policy Period

**Excess:** None  
Each and every Claim including Defence Costs

**ITEM 6** Premium:  
As held on file with BIOS

**ITEM 7** Territories:  
As detailed in Endorsement 1.3

**ITEM 8** Retroactive Date:  
As detailed in Endorsement 1.4

**ITEM 9** Proposal Form: 22 June 2016  
Declaration Date: To be provided as per the subjectivity

**ITEM 10** Notice to be given to:  
The Medical Professional Liability Company  
Regal House,  
Queensway,  
PO Box 1446, Gibraltar

Telephone: +44 (0)20 3100 5151  
Fax: +350 20042239  
Email: claims@the-mplc.com

**ITEM 11** Covered Jurisdictions: Worldwide (Excluding USA & Canada)

**ITEM 12** Policy Jurisdiction and Applicable Law: England and Wales
Medical Professional Liability Policy

1 INSURING CLAUSES

1.1 In consideration of the payment of the premium stated in the Schedule and in reliance upon the statements made by the Insured in the Proposal, Insurers agree, subject to the terms, conditions and exclusions contained herein to indemnify the Insured in excess of the sum specified in the Schedule as the Excess for sums which the Insured shall become legally liable to pay as Compensatory Damages in accordance with the laws of the country/ies specified in Item 11 of the Schedule resulting from any Claims made against the Insured and notified to Insurers during the Policy Period arising in respect of the Insured’s liability for death, bodily injury, mental injury, illness or disease of or to any patient of the Insured caused by any actual or alleged negligent act, negligent error or negligent omission committed by the Insured which arises either from:

(a) the provision of Clinical Services; or
(b) the performance of Good Samaritan Acts; and

which falls within the terms of this Policy and arises out of the Insured’s business specified in the Proposal and to indemnify the Insured for Defence Costs incurred in connection with any such Claim.

1.2 JOINT AND SEVERAL LIABILITY: LIMITATION OF LIABILITY CLAUSE

In the event that a Claim is made against the Insured and an alleged concurrent wrongdoer, or in the event of a finding by a court or tribunal of joint and several liability between the Insured and a concurrent wrongdoer, then Insurers’ liability to the Insured is limited to an amount representing the proportionate liability of the Insured as between the Insured and the concurrent wrongdoer for any damage or loss. For the purposes of this clause a concurrent wrongdoer includes a joint tortfeasor and is a person who is one of two or more persons (including a Medical or Dental Practitioner) whose individual acts or omissions have caused or contributed to or been alleged to cause or contribute to the damage or loss and who is the subject of the Claim at least a part of which is made against the Insured.

2 LIMIT OF INDEMNITY

Insurers’ total liability during the Policy Period in respect of all Compensatory Damages and Defence Costs shall not exceed the Limit of Indemnity specified in Item 5 of the Schedule and Insurers shall not be liable to pay any sums after the Limit of Indemnity has been exhausted by payment of or agreement to pay Compensatory Damages and/or Defence Costs.

3 DEFINITIONS

3.1 Claim

shall mean any

3.1.1 suit or proceedings served upon or issued against the Insured;
3.1.2 oral or written allegation communicated to the Insured;

3.1.3 oral or written communication from or on behalf of a patient and/or a request to the Insured by or on behalf of a patient for medical records or copies of medical records to investigate or contemplate a potential Claim against the Insured arising out of Clinical Services;

provided always that a series of Claims arising out of or which are attributable to a single originating cause or source or which are otherwise causally connected shall constitute a single Claim for the purposes of this Policy.

3.2 Clinical Services

shall mean the provision of those professional services within the scope of Orthoptic Practice as determined by the British & Irish Orthoptic Society (BIOS).

3.3 Compensatory Damages

shall mean all sums payable in respect of any judgment, award or settlement and is deemed to include third party claimants' fees, costs and expenses for which the Insured is liable.

3.4 Defence Costs

shall mean reasonable and necessary fees and expenses incurred by or on behalf of the Insured with the prior written consent of Insurers which result from:

3.4.1 the investigation, defence and/or settlement of a Claim; or

3.4.2 the attendance or representation at or in connection with any examination, inquest or enquiry or proceedings commissioned by any official, administrative or regulatory body in the exercise of its powers over any Insured in relation to any circumstance, actual or alleged which has a direct relevance to any Claim;

and any appeal from any of the proceedings mentioned in 3.4.1 and 3.4.2 above.

3.5 Excess

shall mean the amount specified as such in Item 5 of the Schedule which the Insured must incur in respect of each and every Claim (including Defence Costs) for which the Insurers are not liable and in excess of which this Policy is to apply.

3.6 Good Samaritan Act

shall mean treatment administered at the scene of a medical emergency, accident or disaster by the Insured who is present either by chance, or in response to an emergency call following a disaster.
3.7 **Health Care Professional and Allied Health Professional**

shall mean a person who has received special training or education in a health-related field, including administration, direct provision of patient care, or ancillary services and who holds, or is required by law to hold, a valid licence to practise in the relevant specialty, such licence having been issued by the relevant lawfully established and recognised licensing authority within the territories specified in Item 7 of the Schedule.

3.8 **Insured**

shall mean:

3.8.1 The Special Interest Groups (as detailed more fully in Schedule 'A');

3.8.2 Any individual member of the British & Irish Orthoptic Society (BIOS) named in Item 2 of the schedule carrying out **Clinical Services** as defined in definition 3.8 in the territories specified in Item 7 of the schedule;

3.8.3 Any UK based and registered partnership (but not a limited liability partnership LLP) comprising solely of BIOS members carrying out **Clinical Services** as defined in definition 3.8 in the territories specified in Item 7 of the schedule;

3.8.4 the personal representatives of the estate of any person who would otherwise be indemnified under this policy;

3.9 **Medical or Dental Practitioner**

shall mean a person who holds, or is required by law to hold, a valid licence to practise as a Doctor, Physician, Surgeon, Dental Surgeon or Dentist, such licence having been issued by the relevant lawfully established and recognised licensing authority within the territories specified in Item 7 of the Schedule.

3.10 **Policy**

shall mean:

3.10.1 the Schedule, Insuring Clauses, Extensions, Conditions, Definitions, Exclusions and other terms contained herein; and

3.10.2 any endorsement attaching to and forming part of this **Policy** either at its inception or during the **Policy Period**; and

3.10.3 the **Proposal**.

3.11 **Policy Period**

shall mean the period set out in Item 4 of the Schedule.
3.12 Principal

A Principal shall mean any person who directly or indirectly engages the Insured to provide Clinical Services as set out in the Proposal.

3.13 Expert Witness

shall mean any person who is a specialist in a subject presenting his or her expert opinion, without having been a witness to any occurrence relating to the law suit or criminal case. The experts work is qualified by evidence of his or her expertise, training and special knowledge of the relevant subject.

3.14 Product

shall mean any solid, liquid, or gaseous substance or device or component part thereof, manufactured, constructed, altered, repackaged, repaired, serviced, treated, administered, sold, supplied or distributed by or on behalf of the Insured or used by the Insured in the provision of Clinical Services but not any food and drink provided primarily for the benefit of staff, visitors or patients for consumption on the premises.

3.15 Proposal

shall mean the written Proposal or declaration bearing the date stated in Item 9 of the Schedule and/or any presentation, statements, declarations, warranties or information upon which the Insurers have relied made by or on behalf of the Insured to the Insurers for the insurance evidenced by this Policy.

3.16 Terrorism

shall mean any act or acts of force and/or violence

3.16.1 for political, religious or other ends and/or

3.16.2 directed towards the over-throwing or influencing of the Government de jure or de facto, and/or

3.16.3 for the purpose of putting the public or any part of the public in fear by any person or persons acting alone or on behalf of or in connection with any organisation.

4 EXCLUSIONS

4.1 Retroactive Date

Insurers shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with any act, error, omission, circumstances or event occurring or committed or alleged to have been committed prior to the Retroactive Date specified in Item 8 of the Schedule;
4.2 Prior Circumstances

**Insurers** shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with any event or circumstance which might reasonably be expected to give rise to a **Claim** being made against the **Insured** and which the **Insured** knew about or reasonably could have foreseen or discovered prior to the **Policy Period**. Where the **Insured** has received either an oral or written communication from or on behalf of a patient and/or a request by or on behalf of a patient for copies of medical records, the **Insured** will be deemed to have been aware of a **Claim**;

Notwithstanding Exclusion 4.2 (Prior Circumstances), should a **Claim** which should have been notified, or a fact or circumstance which should have been notified, to **Insurers** under an earlier **Policy** placed through The MPLC, then **Insurers** may accept the notification of such **Claim**, fact or circumstance under this **Policy**. PROVIDED ALWAYS THAT:

4.2.1 The **Insured** has been covered continuously under a **Policy** placed through The MPLC between the date when such notification should have been given and the date when such notification was, in fact, given; and

4.2.2 The **Insurers** acting reasonably but otherwise at their discretion are satisfied that the failure by the **Insured** to notify the **Claim** fact or circumstance (as the case may be) was unintentional and attributable to good faith mistake or oversight on the part of the **Insured**; and

4.2.3 the terms and conditions applicable to this extension and to that notification shall not be those of this **Policy** but shall be the terms and conditions (including the unexhausted portion of the Limit of Indemnity and **Excess**) applicable to the **Insurers'** earlier **Policy** under which the notification should have been given.

4.3 Medical or Dental Practitioner

**Insurers** shall not be liable for any **Claim**, (or related **Defence Costs**) made against any **Medical or Dental Practitioner**, regardless of whether such individual is either employed by the **Insured** or acting as a self-employed contractor or sub-contractor.

4.4 Other Insurances

**Insurers** shall not be liable for any **Claim** or **Defence Costs** which is the subject of insurance or indemnity or other form of compensation or payment provided by any medical defence organisation or similar scheme, club, association or arrangement, nor in respect of any circumstance, occurrence, fact, matter or **Claim** notified under any other insurance, indemnity or other form of compensation or payment provided by any medical defence organisation or similar scheme, club, association or arrangement prior to the **Policy Period**, it being understood and agreed that this **Policy** shall not be drawn into contribution with such other insurance, indemnity, compensation or payment; save to the extent that the **Claim** exceeds the limit of liability under such insurance or indemnity or compensation or payment or the **Insured** is not indemnified for its proportionate liability for the **Claim**.
4.5 Waived Recourse Rights

**Insurers** shall not be liable for any **Claim** or **Defence Costs** where **Insurers** have or would have rights of recourse in respect of such **Claim** but the **Insured** has granted without **Insurers’** prior consent a waiver of such recourse rights to others whether by express term or by reason of an assumption of liability under contract;

4.6 Wrongful Acts

**Insurers** shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with

4.6.1 any deliberate or wilful misconduct

4.6.2 any dishonest, fraudulent or criminal act, except breaches of local statutory or regulatory obligations by either Members deployed for and on behalf of the UK’s Ministry of Defence or Members travelling outside of Great Britain, Northern Ireland, Chanel Islands, Isle of Man and the Republic of Ireland with individual British based clients, British based teams, British based athletes or British based entities which retain BIOS members for the provision of Clinical Services, for their own needs.

4.6.3 the performance of the activities of the **Insured** whilst under the influence of intoxicants or narcotics;

4.7 Products Liability

**Insurers** shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with any **Product**;

4.8 Employers’ Liability

**Insurers** shall not be liable for any **Claim** (or related **Defence Costs**) caused by or on behalf of any person who is an **Insured** or by any other person under a contract of service or apprenticeship with the **Insured** or under **Insured** supervision and made by or on behalf of an employee (or his/her estate) for death, bodily injury, mental injury, illness or disease or for any breach of any obligation owed by the **Insured** as an employer to any such person, or for any **Claim** in respect of which compensation is available under any Workers’ Compensation Scheme and/or similar legislation.

However, this exclusion shall not apply to any **Claim** arising out of any death, bodily injury, mental injury, illness or disease of any such person who is or becomes a patient of the **Insured** entirely independently of their employment;

4.9 Directors and Officers Liability

**Insurers** shall not be liable for any **Claim** (or related **Defence Costs**) made against any director or officer of the **Insured**, directly or indirectly caused by or arising out of or in any way connected with any unlawful, wrongful or negligent act, error or omission or breach of trust, breach of warranty of authority, or breach of duty, whether actual or alleged, committed, permitted or attempted by such director or officer where such **Claim** is made solely by reason of his holding the position of director or officer and having acted in that capacity;
4.10 Internet Activities

**Insurers** shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with any clinical advice, diagnosis or treatment given by the **Insured** online or via the Internet;

4.11 Sexual Conduct

**Insurers** shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with any actual or attempted or alleged sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation;

4.12 Radioactive Contamination

**Insurers** shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

However this Exclusion does not apply to liability arising out of the ordinary use of health department approved medical and/or diagnostic equipment incorporating radioactive isotopes and/or radium compounds and/or involving the emission of ionizing radiation.

4.13 War

**Insurers** shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawfully constituted Authority.

Provided always that this exclusion shall not apply to any **Claims** which may arise from the provision of any **Clinical Services** which are subsequently provided to any patients of the **Insured**.

4.14 Terrorism

**Insurers** shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with **Terrorism** (including, without limitation, contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft).

Provided always that this exclusion shall not apply to any **Claims** which may arise from the provision of any **Clinical Services** which are subsequently provided to any patients of the **Insured**.
It is understood and agreed that in any Claim and in any action, suit or other proceedings to enforce a Claim under this Insurance for loss or damage or legal liability, the BURDEN OF PROVING that such loss or damage or legal liability does not fall within this exclusion shall be upon the Insured.

4.15 Pollution

**Insurers** shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with:

4.15.1 seepage, pollution or contamination

4.15.2 the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances;

Provided always that this exclusion shall not apply to any Claims which may arise from the provision of any Clinical Services which are subsequently provided to any patients of the Insured.

4.16 Fines and Penalties

**Insurers** shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with fines, penalties, punitive or exemplary damages, aggravated damages or multiplication of compensation awards;

4.17 Insured versus Insured

**Insurers** shall not be liable for any Claim or Defence Costs made by one Insured against any other Insured. However, this exclusion shall not apply to any Claim arising out of any death, bodily injury, mental injury, illness or disease of any such person who is or becomes a patient of the Insured.

4.18 Toxic Mould

**Insurers** shall not be liable for any Claim or Defence Costs arising from

4.18.1 liability caused by or arising from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any Fungi or bacteria on or within a building or structure, including its contents;

4.18.2 any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposing of, or in any way responding to or assessing the effects of Fungi or bacteria by any Insured or by any other person or entity.

Fungi means any type or form of fungus, including mould or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

However this Exclusion does not apply to liability arising out of the diagnosis and/or treatment of patients of the Insured who are suffering from infection by such organisms.
4.19 **Principal’s liability**

**Insurers** shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with any actual or alleged act, error or omission committed by the **Insured’s Principal** or by any director, officer or employee of the **Principal** or of any person acting for and on behalf of the **Principal** except the **Insured**.

4.20 **Treatment of Animals**

**Insurers** shall not be liable for any **Claim** or **Defence Costs** arising from any **Claims** directly or indirectly caused by or in any way connected with the treatment of animals.

4.21 **Sanction Limitation and Exclusion Clause**

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.

5 **CONDITIONS**

5.1 **Disclosure**

5.1.1 Before this Policy is entered into, the **Insured** must make a fair presentation of the risk to the **Insurers**, in accordance with Section 3 of the Insurance Act 2015. In summary, the **Insured** must:

5.1.1.1 Disclose to the **Insurers** every material circumstance which the **Insured** knows or ought to know. Failing that, the **Insured** must give the **Insurers** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);

5.1.1.2 Make the disclosure in clause 5.1.1 above in a reasonably clear and accessible way; and

5.1.1.3 Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

5.1.2 For the purposes of clause 5.1.1 above, the **Insured** is expected to know the following:
5.1.2.1 If the Insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.

5.1.2.2 If the Insured is not an individual, what is known to anybody who is part of the Insured's senior management; or anybody who is responsible for arranging the Insured's insurance.

5.1.2.3 Whether the Insured is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the Insured. The information may be held within the Insured's organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the Insured is insuring subsidiaries, affiliates or other parties, the Insurers expect that the Insured will have included them in its enquiries, and that the Insured will inform the Insurers if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

5.1.3 If, prior to entering into this Policy, the Insured shall breach the duty of fair presentation, the remedies available to the Insurers are set out below.

5.1.3.1 If the Insured's breach of the duty of fair presentation is deliberate or reckless:
   i. The Insurers may avoid the Policy, and refuse to pay all Claims; and,
   ii. The Insurers need not return any of the premiums paid.

5.1.3.2 If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurers remedy shall depend upon what the Insurers would have done if the Insured had complied with the duty of fair presentation:
   i. If the Insurers would not have entered into the Policy at all, the Insurers may avoid the contract and refuse all Claims, but must return the premiums paid.
   ii. If the Insurers would have entered into the Policy, but on different terms (other than terms relating to the premium), the Policy is to be treated as if it had been entered into on those different terms from the outset, if the Insurers so require.
   iii. In addition, if the Insurers would have entered into the Policy, but would have charged a higher premium, the Insurers may reduce proportionately the amount to be paid on a Claim (and, if applicable, the amount already paid on prior Claims). In those circumstances, the Insurers shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.
5.1.4 If, prior to entering into a variation to this insurance Policy, the Insured shall breach the duty of fair presentation, the remedies available to the Insurers are set out below.

5.1.4.1 If the Insured's breach of the duty of fair presentation is deliberate or reckless:

i. The Insurers may by notice to the Insured treat the Policy as having been terminated from the time when the variation was concluded; and,

ii. Insurers need not return any of the premiums paid.

5.1.4.2 If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurers' remedy shall depend upon what the Insurers would have done if the Insured had complied with the duty of fair presentation:

i. If the Insurers would not have agreed to the variation at all, the Insurers may treat the Policy as if the variation was never made, but must in that event return any extra premium paid.

ii. If the Insurers would have agreed to the variation to the Policy, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the Insurers so require.

iii. If the Insurers would have increased the premium by more than it did or at all, then the Insurers may reduce proportionately the amount to be paid on a Claim arising out of events after the variation. In those circumstances, the Insurers shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.

iv. If the Insurers would not have reduced the premium as much as it did or at all, then the Insurers may reduce proportionately the amount to be paid on a Claim arising out of events after the variation. In those circumstances, the Insurers shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/reduced total premium) x 100.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

5.1.5 It is a condition precedent to the right of the Insured to be indemnified under this Policy that, during the Policy Period, the Insured shall give as soon as practicable notice in writing to the party named in Item 10 of the Schedule of any alteration which materially affects the risk. The Insurers are entitled to refuse to cover the additional exposure or cancel the contract in accordance with the cancellation provisions of this Policy.
5.1.6 It is a condition precedent to the Insured's right to be indemnified under this Policy that the Insured shall meet the payment of the Excess.

5.2 Claims

5.2.1 Notice

It is a condition precedent to the right of the Insured to be indemnified under this Policy that notice of any Claim as well as any circumstances or incidents which might reasonably be expected to give rise to a Claim shall be given to Insurers as soon as reasonably practical upon the Insured becoming aware thereof. Notice of such Claim or circumstances or incident shall be in writing (using the MPLC’s First Notification Form) and shall be delivered by fax, email or by post to the address specified in Item 10 of the Schedule.

Notice of all Claims and circumstances must be made within the Policy Period provided that the Insured shall have an extra 180 calendar days to notify Claims of which they become aware on or as soon as reasonably practical prior to the expiry of the Policy Period.

If the Insured provides Insurers with notice of circumstances or incidents as mentioned above during the Policy Period which are accepted by the Insurers, any Claim subsequently made which arises from those circumstances shall be deemed, notwithstanding the Claim was made after expiry of the Policy Period, to be reported to Insurers on the date when the circumstances were notified to them.

The simple noting of an incident in an incident book without other grounds for believing a Claim may be made shall not constitute a notifiable circumstance or incident.

5.2.2 Control of Claims

Insurers shall be entitled but not obligated to take control of the defence of any Claim in the Insured's name and shall have full discretion in the conduct of any negotiations or proceedings in the settlement of any Claim. The Insured shall assist the Insurers and co-operate fully with them in the investigation and/or defence of any Claim and the prosecution of any subrogation or recovery action without charge to Insurers.

5.2.3 Consent of Insurers

The Insured shall not:

5.2.3.1 disclose to any person, other than an Insured the terms of this Policy

5.2.3.2 admit liability

5.2.3.3 enter any agreement or arrangement (in relation to investigation, defence or settlement of Claim)
5.2.3.4 make any offer, payment or promise in relation to any Claim.

5.2.3.5 incur any cost or expense without the prior written consent of Insurers.

5.2.4 Consent of the Insured

Insurers will not settle any Claim without the consent of the Insured.

If however the Insured refuses to consent to any settlement recommended by Insurers or their legal representatives then Insurers’ liability will not exceed the total amount for which the Claim could have been settled plus the Defence Costs incurred with their consent up to the date of the refusal or the applicable Limit of Indemnity whichever is less.

5.2.5 Relinquishment

Insurers may at any time pay to the Insured in connection with any Claim the amount of the Limit of Indemnity remaining under this Policy or any lesser amount for which such Claim can be settled less any sums already paid and less any associated Defence Costs already paid. Upon such payment being made, the Insurers shall relinquish the conduct and control of and be under no further liability in connection with such Claim or associated Defence Costs incurred after the date of such relinquishment.

5.2.6 Subrogation

In relation to sums paid or payable by them, Insurers shall be entitled at any stage to bring an action for their own benefit seeking indemnity, damages or otherwise against any third party in the name of the Insured provided such subrogation will not be exercised against the Insured’s Principal or entities which are 100% owned by an individual member of the BIOS and where they are the only practitioner and where the Claim relates to the Member’s negligence.

Insurers’ expenses in the recovery shall always be deducted prior to the application of the recovery to the Claim.

5.2.7 Fraudulent Claims

5.2.7.1 If the Insured makes a fraudulent Claim under this Policy, the Insurers:

i. Are not liable to pay the Claim; and

ii. May recover from the Insured any sums paid by the Insurers to the Insured in respect of the Claim; and

iii. May by notice to the Insured treat the Policy as having been terminated with effect from the time of the fraudulent act.
5.2.7.2 If the Insurers exercise their rights under clause (5.2.7.1) (iii) above

i. The Insurers shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurers’ liability under the Policy (such as the occurrence of a loss, the making of a Claim, or the notification of a potential Claim); and,

ii. The Insurers need not return any of the premiums paid.

5.2.7.3 If this insurance Policy provides cover for any person who is not a party to the Policy (“a covered person”), and a fraudulent Claim is made under the Policy by or on behalf of a covered person, the Insurers may exercise the rights set out in clause (5.2.7.1) above as if there were an individual insurance Policy between the Insurers and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the Policy for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

5.3 Records

The Insured shall at all times:

5.3.1 maintain accurate descriptive records of all Clinical Services and equipment used in procedures. Such records shall be made available for inspection and use by Insurers or their appointed representatives in the investigation or defence of any Claim hereunder;

5.3.2 retain the records referred to in 5.3.1 above for a period of at least ten (6) years from the date of treatment and, in the case of a minor, for a period of at least ten (6) years after that minor attains majority. Obstetric records must be retained and preserved indefinitely;

5.3.3 provide Insurers or their appointed representatives with such oral or written information, assistance, signed statements, evidence or depositions as Insurers may require;

5.4 Licensing of all Orthoptists

It is a condition precedent to the Insured's right to be indemnified under this policy, that each Member of the BIOS shall hold a valid licence to practice issued by the relevant lawfully established and recognised licensing authority within the territories specified in Item 7 of the schedule, except when deployed for and on behalf of the UK’s Ministry of Defence or visiting territories outside of Great Britain, Northern Ireland, Channel Islands, the Isle of Man and the Republic of Ireland with British based clients, British based teams, British based athletes or British based entities or organisations which retain members for the provision of
Clinical Services for their own needs. It is understood and agreed that for the avoidance of doubt such British based organisations may include other nationals.

This Condition, shall also apply to any self employed individual acting as a self employed contractor or sub-contractor.

5.5 Cancellation

Insurers may cancel this Policy by giving written notice to the Insured at the address stated in Item 3 of the Schedule of sixty (60) calendar days before the effective date of cancellation. Premium will be refunded to the Insured on a pro rata basis.

If notice is mailed by registered post, proof of mailing will be sufficient evidence of notice being sent, and notice shall be deemed to have been served seven (7) calendar days after dispatch. Notice may also be validly served by email or fax to the Insured or the Insured's agent or broker. Notice by email will be deemed to have been duly received if within five (5) calendar days a reply, whether in the form of an acknowledgement or otherwise, has been sent to and received by the original sender or a telephone confirmation from a responsible person has been given. Notice by fax will be deemed to have been duly received if the sending machine has printed a valid confirmation of receipt. Notice by fax or email, duly received, will be deemed to have been served five (5) calendar days after the date of sending.

5.6 Premium Payment Warranty

It is warranted that all premiums due to The MPLC Limited under this Policy are paid by the premium due dates stated in Item 6 of the Schedule. Non-receipt by The MPLC Limited of such premiums by midnight of the respective premium due date shall discharge Insurers' liability from the time of the breach of warranty, regardless of whether the breach is subsequently remedied. Section 10 of the Insurance Act 2015 shall not apply to this Premium Payment Warranty.

5.7 Policy Jurisdiction and Applicable Law

This Policy is governed by and should be construed in accordance with the law of the country specified in Item 12 of the Schedule.

Any dispute between the Insurers and the Insured concerning this Policy, its validity, existence or termination or relating to the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be determined in accordance with the law of the country specified at Item 12 of the Schedule. The parties agree to submit to the exclusive jurisdiction of any court of competent jurisdiction within that country and to comply with all requirements necessary to give such court jurisdiction.
Sub-Limit of Liability - Internet

Notwithstanding the provisions of Exclusion 4.10 the Insurers shall not be liable under this Policy to pay more than GBP 2,500,000.00 in the aggregate in respect of all Claims arising under this Policy Period in respect of any and all Claims arising directly or indirectly from or in any way connected with any advice, diagnosis or treatment given or information of any type published or promoted by the Insured over the Internet or via any computer or any electronic system accessible outside the Insured’s premises.

Unless otherwise specified in the Policy, the above limit shall be inclusive of all Defence Costs.

Provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity stated in the Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

621MILMPLC00017A
Extension – Loss of Documents

This Policy is amended to also indemnify the Insured for sums which the Insured shall become legally liable to pay as Compensatory Damages resulting from any Claims for loss of any of the following documents:

1. Patient medical records.

2. Documents (other than documents which have monetary value) entrusted to the Insured in the course of the provision of the Insured's Clinical Services by any patient, including deeds, wills, plans, letters and certificates.

The Insurers will also indemnify the Insured for the costs incurred by the Insured with the Insurers’ prior written approval in restoring or replacing any of the documents referred to in 1 and 2 above or;

3. The Insured's own administrative and accounting records (other than patient medical records) which have been lost.

In this Extension the terms 'loss' and 'lost' shall refer to the irrevocable loss, damage, theft or destruction of documents which after diligent search by the Insured cannot be found. Documents having monetary value shall be understood to mean tickets, bills, bank-notes, negotiable instruments, bearer bonds, travellers’ cheques and the like.

The Insurers shall not be liable for any Claim or Defence Costs arising from:

1. Libel or Slander.


Sub-Limit of Indemnity:

The Insurers shall not be liable under this Policy to pay more than GBP 250,000.00 in the aggregate in respect of all Claims arising and notified under this Policy Period in respect of any and all Claims or costs arising directly or indirectly from or in any way connected with loss of documents referred to in 1, 2 or 3 above.

Unless otherwise specified in the Policy, the above limit shall be inclusive of all Defence Costs, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity already stated in the Policy.
The Limit of Indemnity of the Insurers shall be in excess of the amount stated in Item 5 of the Schedule as the Excess in respect of each and every Claim.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

621MILMPLC00019A
Extension – Breach of Professional Confidentiality

This **Policy** is amended to also indemnify the **Insured** for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** resulting from any **Claims** for **Breach of Professional Confidentiality**.

For the purposes of this extension **Breach of Professional Confidentiality** shall mean

> “information known to the **Insured** by virtue of their relationship with a patient in accordance with the provision of the **Insured's Clinical Services** which should not be disclosed to third parties without the patient's prior consent”.

In the event of a **Claim**, the **Insured** shall, if requested to do so by **Insurers**, issue an apology and expression of regret, the form and content of which are to be approved by **Insurers**. **Insurers** shall not be liable to further defend or indemnify the **Insured** if the **Insured** refuses to issue such an apology and expression of regret or fails to issue it within the time frame specified by the **Insurers**.

The **Insurers** shall not be liable for any **Claim** or **Defence Costs** arising from

1. Libel or Slander.
3. Loss of documents entrusted to the **Insured** in a professional capacity.

**Sub-Limit of Indemnity:**

The **Insurers** shall not be liable under this **Policy** to pay more than GBP 250,000.00 in the aggregate in respect of all **Claims** arising and notified under this **Policy Period** in respect of any and all **Claims** arising directly or indirectly from or in any way connected with breach of confidentiality.

Unless otherwise specified in the **Policy**, the above limit shall be inclusive of all **Defence Costs**, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity already stated in the **Policy**.

The **Limit of Indemnity** of the **Insurers** shall be in excess of the amount stated in Item 5 of the Schedule as the **Excess** in respect of each and every **Claim**.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

621MILMPLC00020A
Extension – Libel and Slander

This Policy is amended to also indemnify the Insured for sums which the Insured shall become legally liable to pay as Compensatory Damages resulting from any Claims for Libel or Slander committed without animosity.

For the purposes of this Extension Libel or Slander shall be defined as follows:

“A false statement made by words, pictures, visual images, gestures or other methods of signifying meaning which lower a person in the estimation of right thinking members of society generally or cause him to be shunned or avoided or to expose him to hatred, contempt or ridicule, or to disparage him in his office, profession, calling, trade or business”.

In the event of a Claim, the Insured shall, if requested to do so by Insurers, issue an apology and expression of regret, the form and content of which are to be approved by Insurers. Insurers shall not be liable to further defend or indemnify the Insured if the Insured refuses to issue such an apology and expression of regret or fails to issue it within the time frame specified by the Insurers.

The Insurers shall not be liable for any Claim or Defence Costs arising from:

1. The publication by or on behalf of the Insured of any journal or magazine;
2. Or any communication or contribution to the press or media, unless previously vetted and approved by a solicitor or lawyer.
3. Libel or Slander committed or alleged to have been committed against professional adversaries or business competitors.

Sub-Limit of Indemnity:

The Insurers shall not be liable under this Extension to pay more than GBP 250,000.00 in the aggregate in respect of all Claims arising and notified under this Policy Period in respect of any and all Claims arising directly or indirectly from or in any way connected with Libel or Slander.

Unless otherwise specified in the Policy, the above limit shall be inclusive of all Defence Costs, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity already stated in the Policy.
The Limit of Indemnity of the Insurers shall be in excess of the amount stated in Item 5 of the Schedule as the Excess in respect of each and every Claim.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

621MILMPLC00022A (Amended)
This Policy is amended to also indemnify the Insured for sums which the Insured shall become legally liable to pay as Compensatory Damages resulting from any Claims for pure economic loss not associated with any death, bodily injury, mental injury, illness or disease of or to any person or loss of or damage to tangible property of any person caused by a negligent act, error or omission resulting from or associated with the provision of Clinical Services by the Insured.

This Extension is subject to all the terms, Conditions and Exclusions of the Policy insofar as they can apply, subject to any modification by any extension and Insurers shall not be liable for any Claim or Defence Costs:

1. Directly or indirectly caused by or arising out of or in any way connected with loss of documents, defamation or breach of confidentiality.
2. Directly or indirectly caused by or arising out of or in any way connected with infringement of copyright, design or trademark or passing off.
3. Directly or indirectly caused by or arising out of or in any way connected with infringement of any breach of the Data Protection Act 1998, other legislation derivative of EU Directive 95/46/EC of 24th October 1995 or similar legislation in any country.
4. Directly or indirectly caused by or arising out of or in any way connected with financial default or insolvency, fraud or dishonesty or the misuse or misappropriation of funds of or by the Insured.
5. Directly or indirectly caused by or arising out of or in any way connected with breach of any anti-trust or monopoly legislation.
6. Directly or indirectly caused by or arising out of or in any way connected with liability assumed under any contract entered into by or on behalf of the Insured unless such liability would have attached in the absence of such contract.
7. Directly or indirectly caused by or arising out of or in any way connected with breach of contract by the Insured unless the Insured can prove that the breach was the direct result of circumstances outside the Insured's control.
8. Made by any parent, subsidiary or associated or affiliated company of the Insured unless the Claim emanates from an independent third party.
9. Made by any Insured or by Medical or Dental Practitioners.
10. Made by any person or entity who has a Claim against the Insured by virtue of any right or interest to or in the Insured.
Sub-Limit of Indemnity:

The Insurers shall not be liable under this extension to pay more than GBP 2,500,000.00 in the aggregate in respect of all Claims arising and notified under this Policy Period in respect of any and all Claims arising directly or indirectly from or in any way connected with pure economic loss.

Unless otherwise specified in the Policy, the above limit shall be inclusive of all Defence Costs, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity already stated in the Policy.

The Limit of Indemnity of the Insurers shall be in excess of the amount stated in Item 5 of the Schedule as the Excess in respect of each and every Claim.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.
Special Extension – Products Liability

Insuring clause

Notwithstanding the provisions of Exclusion 4.7, Insurers agree, subject to the terms, conditions and exclusions contained herein to indemnify the Insured in excess of the sum specified in the Schedule as the Excess for sums which the Insured shall become legally liable to pay as Compensatory Damages in accordance with the laws of the country specified in Item 11 of the Schedule resulting from any Claims made against the Insured and notified to Insurers during the Policy Period arising in respect of the Insured’s liability for death, bodily injury, mental injury, illness or disease of or to any patient of the Insured caused by any actual or alleged negligent act, negligent error or negligent omission committed by the Insured which arises from the Supply of Products to such patient of the Insured.

Definition

For the purposes of this extension, “Products” shall mean:

“any solid, liquid, or gaseous substance or device or component part thereof, manufactured, constructed, altered, repackaged, repaired, serviced, treated, administered, sold, supplied or distributed by or on behalf of the Insured, and no longer in the possession of or under the control of the Insured.”

For the purposes of this extension, “Supply” shall mean:

“Supply in the provision of Medical Services or the performance of Good Samaritan Acts and includes Supply (including re-supply) by way of sale, exchange, lease, hire, hire purchase or distribution but does not include the manufacture, construction, administration, alteration, repackaging, repair, servicing, or use, of any other Products associated with or in the course of the Supply of those Products, which are not also supplied.”

For the purposes of this extension, “technical or administrative staff” shall mean;

“any person included within the definition of the Insured, per clause 3.8., who does not have any direct patient contact or provide direct patient care.”

The Insurers shall also not be liable for any Claim or Defence Costs

1. directly or indirectly caused by or arising out of or in any way connected with damage to any Product or part thereof; but this exclusion shall not apply to consequent injury or damage,
2. directly or indirectly caused by or arising out of or in any way connected with the costs incurred in the repair, reconditioning, modification or replacement of any Product or part thereof including any economic loss consequent upon the necessity for repairing, reconditioning, modifying or replacing such Product,

3. directly or indirectly caused by or arising out of or in any way connected with the recall of any Product or part thereof,

4. directly or indirectly caused by or arising out of or in any way connected with any Product or part thereof which the Insured knows or ought to know is intended to be incorporated into the structure, machinery or controls of any aircraft or spacecraft,

5. directly or indirectly caused by or arising out of or in any way connected with any Product which is sold, distributed or provided outside of the territory listed in item 5 of the Schedule.

6. directly or indirectly caused by or arising out of or in any way connected with the failure of the Insured's technical or administrative staff to take all reasonable precautions to prevent injury and damage.

Sub-Limit of Indemnity

The Insurers shall not be liable under this policy to pay more than GBP 2,500,000.00 in the aggregate in respect of all Claims arising under this Policy Period in respect of any and all Claims arising and notified under this Policy Period in respect of any and all Claims arising directly or indirectly from or in any way connected with this Extension.

Unless otherwise specified in the policy, the above limit shall be inclusive of all Defence Costs, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity stated in the policy.

The Limit of Indemnity of the Insurers shall be in excess of the amount stated in Item 5 of the Schedule as the Excess in respect of each and every Claim.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.
Special Extension - Financial Loss Coverage

Financial Loss Coverage

Insurers agree to indemnify the Insured as a result of any Claim for accidental Financial Loss made against the Insured and notified to Insurers during the Policy Period and arising out of the Insured’s business specified in the Proposal provided that:

a) Any Claim for accidental Financial Loss takes place on or after the Retroactive Date specified in Item 8 of the Schedule.

b) The Claim is first made against the Insured and notified to Insurers during the Policy Period.

Insurers will not be liable in respect of:

1. Financial Loss arising from:

   a) Delay non-performance or non-completion by or on behalf of the Insured in carrying out a contract
   b) Strikes labour disturbances insolvency financial default any act of fraud or dishonesty deceit conspiracy malicious falsehood or breach of contract or breach of anti-trust laws.
   c) Libel slander or the passing of infringement of patents copyrights trade-marks or trade names
   d) Breach of trust of warranty or authority or breach of duty owed to shareholders investors or partners by any director or officer of the Insured
   e) The sale or supply of any investment or financial Product or service or the provision of or failure to provide any instruction advice information or professional service whether or not rendered for a fee
   f) Circumstances known to the Insured prior to the commencement date of this extension
   g) Any agreement to store process or supply computer data (including the supply of information derived from such computer data) for a fee or by reciprocal arrangement

2. Financial Loss:

   a) Incurred by any Individual Member of the Insured
   b) In respect of property belonging to the Insured or in the custody or control of the Insured or any employee or agent of the Insured

3. Liability for Financial Loss assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
4. Liability arising from any interaction between a computer or computer system
   a) Belonging to the Insured or
   b) For which the Insured is responsible or
   c) Which is being operated on behalf of the Insured

And a computer or computer system of a third party

5. Any costs or expenses claimed or incurred for the repair removal replacement recall or disposal of any Products out of which the Claim arises

6. GBP 5,000.00 each and every claim (including defence costs).

Insurers’ total liability during the Policy Period in respect of accidental Financial Loss shall not exceed GBP 1,000,000 and Insurers shall not be liable to pay any sums after this Limit has been exhausted.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

621MILMPLC00118
Schedule A – The Special Interest Groups of the British & Irish Orthoptic Society (BIOS)

Low Vision
Specific Learning Difficulties
Stroke and Neuro Rehabilitation
Vision Screening
E-Health (formerly Informatics)
Medicines
Private Practice
Special Education Needs
Glaucoma
Retinal Disease
Neuro Orthoptics/Neuro Opthalmology
Prevention of Falls
Global Development & Volunteering
Leaders of Orthoptic Profession
ENDORSEMENTS

1. It is hereby understood and agreed that:

1.1. Item 5 of the Schedule reads as follows:

Limit of Indemnity:

1) GBP 2,500,000.00 Any One Claim (including costs and expenses)
GBP 5,000,000.00 In the Annual Aggregate (including costs and expenses) in respect of each Member of the British and Irish Orthoptic Society.

2) GBP 2,500,000.00 Any One Claim (including costs and expenses)
GBP 5,000,000.00 In the Annual Aggregate (including costs and expenses) in respect of each Special Interest Groups of the British and Irish Orthoptic Society (BIOS).

1.2. Item 6 of the Schedule reads as follows:

As held on file with BIOS

1.3. Item 7 of the Schedule reads as follows:

Territories:

Great Britain, Northern Ireland, Channel Islands, Isle of Man, the Republic of Ireland and elsewhere in the World for periods not exceeding 180 days in any 12 month period. Cover outside of Great Britain, Northern Ireland, Channel Islands, Isle of Man and Republic of Ireland shall only be provided hereunder if the Member:-

- Where required holds current registration with any Statutory Regulator for qualified members on the date of treatment
- Is ordinarily or temporarily resident in Great Britain, Northern Ireland, Channel Islands, Isle of Man and Republic of Ireland. For Members who are temporarily resident in Great Britain, Northern Ireland, Channel Islands, Isle of Man and Republic of Ireland, no cover shall be provided hereunder for any Medical Services which are provided within their own Country of domicile.
- Does not provide Medical Services in Australia, other than when visiting with individual British based clients, British based teams, British based athletes, or such British based entities which retain BIOS members for the provision of Medical Services, for their own needs. It is understood and agreed that for the avoidance of doubt such British based organisations may include other nationals.
- Does not provide any Medical Services to any USA or Canadian nationals in the USA or Canada.

It is understood and agreed that there is no cover for any Claims brought within the USA or Canada regardless of the nationality of the patient and regardless of where in the world they were treated.

It is further understood and agreed that the 180 day restriction shall not apply to any Members deployed overseas for and on behalf of the UK Ministry of Defence.

1.4. Item 8 of the Schedule reads as follows:
Retroactive Date(s):
None in respect of the Special Interest Groups (as detailed more fully in Schedule A)
But
The date of joining the British & Irish Orthoptic Society (BIOS) for individual Members.

1.5. It is understood and agreed that in respect of member Mrs Michelle Brown, the 180 day period limitation detailed in Territorial Limits will not apply, solely in respect of Clinical Services provided in Gibraltar.

1.6. Students

Cover shall only be provided hereunder for student Members whilst providing Clinical Services delegated by a registered Orthoptist or other healthcare professional.

1.7. Demonstration & Tuition

The term 'patient' shall be deemed to include any person who is acting as a patient for demonstration and/or tuition purposes.

1.8. Employees & Vicarious Liability

Insurers shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with any Member who employs or engages an Orthoptist who is not a Member of the BIOS.

Cover shall be provided hereunder for the vicarious liability of a Member which arises from the negligent acts of an employee, self-employed person, sub-contractor, student or associate employed, engaged or for whom they are otherwise legally responsible. However, cover under this extension shall be only provided if:

a) any Claim falls within the scope of Orthoptic practice, and

b) all qualified Orthoptists retain full BIOS membership in their own name.
1.9. Medical Practitioners

Cover shall be provided hereunder to Members who are also a Medical Practitioner but solely in respect of a Claim which arises from their practice as an Orthoptist.

For the avoidance of doubt, Insurers shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with the provision of any Clinical Services which go beyond the scope of Orthoptic Practice as determined by the British & Irish Orthoptic Society (BIOS).

1.10. Run Off Cover

During the Policy Period, run-off is provided hereunder for:

a) any former Members who have previously held full practising BIOS membership at the date of treatment or advice regardless of membership status at the date of Claim, and

b) the heirs, executors, legal or personal representatives of any deceased Member.

1.11. Clinical Trials & Research Projects

Cover shall be provided hereunder in respect of any Claim arising from a clinical trial or research project which has been approved by, or conducted in accordance with any conditions or approvals made by, a properly constituted Ethics Committee.


This policy is amended to also indemnify the Insured for Defence Costs which are incurred with the Insurers’ prior consent and agreement which relate to any allegations of any infringements of the Data Protection Act 1998, other legislation derivative of EU Directive 95/46/EC of 24th October 1995, or similar legislation in any country.

The maximum amount of defence costs which are available under this policy shall be limited to GBP 100,000.00 Any One Claim and in the Annual Aggregate per member.

For the avoidance of doubt Insurers shall not be liable for any other amounts, awards, fines, or damages which relate to the infringement of the Data Protection Act 1998, or other legislation derivative of EU Directive 95/46/EC of 24th October 1995, or similar legislation in any country.

1.13. It is understood and agreed that the term 'patient' shall be extended to include any client but purely in respect of the provision of Clinical Services.
1.14. Medical and Professional Liability Cover - Extension to Insured Principals

Notwithstanding Exclusion 4.20 Principal's Liability this policy is extended to provide cover to:

a) Principals engaging the Insured for the provision of Clinical Services other than when engaged as an employee of the Principal.

b) Principals engaging the Insured as an employee, but only where the Insured is the only practitioner and sole owner of the Principal.

It is understood and agreed this extension does not provide cover for any Claims caused by the negligence of anyone other than the Insured or results from activities other than Clinical Services provided by the Insured.

For the avoidance of doubt, the Insured for the purpose of this extension shall mean a member of the British & Irish Orthoptic Society (BIOS).

1.15. Orthoptic Assistants and Technicians

Cover shall only be provided hereunder for Orthoptic assistants and technicians whilst providing Clinical Services delegated by a registered Orthoptist.