

MARKET REFORM CONTRACT

BDB (UK) LIMITED

UMR B0312BUK24UKX0432

Policy No. UKX0432

RISK DETAILS

UNIQUE MARKET REFERENCE: B0312BUK24UKX0432

TYPE: Medical Malpractice Insurance

INSURED: Unite The Union

PERIOD: From: 12th September 2024
To: 11th September 2025
Both days inclusive at Local Standard Time of the Insureds Address

RETROACTIVE DATE: None

INTEREST: Cover is for Unite members employed in the UK Health Sector undertaking various occupations. All Limits of Liability apply to all member collectively.

SUM INSURED:

Contingent Medical Malpractice
Limit of Liability for Insurance Agreement I.A(Contingent Medical Malpractice)
Each **Claim** including **Claims** expenses **GBP5,000,000**

Contingent Public Liability
Limit of Liability for Insurance Agreement I.B(Contingent Public Liability)
Each **Claim** including **Claims** expenses **GBP5,000,000**

Contingent Loss of Documents
Limit of Liability for Insurance Agreement I.C(Contingent Loss of Documents)
Each **Claim** including **Claims** expenses **GBP25,000**

Contingent Breach of Professional Confidentiality
Limit of Liability for Insurance Agreement I.D(Contingent Breach of Professional Confidentiality)
Each **Claim** including **Claims** expenses **GBP25,000**

Contingent Libel and Slander
Limit of Liability for Insurance Agreement I.E(Contingent Libel and Slander)
Each **Claim** including **Claims** expenses **GBP5,000,000**

Contingent Inquest Costs
Limit of Liability for Insurance Agreement I.F(Contingent Inquest Costs)
Each **Claim** including **Claims** expenses **GBP5,000,000**

Policy Aggregate Limit of Liability(including **Claims** expenses)
GBP10,000,000

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DEDUCTIBLE:

Contingent Medical Malpractice
Contingent Public Liability

Each and every **Claim** and each and every claimant (including **Claims Expenses**) **GBP100,000.00**

Contingent Inquest Costs

Each and every Inquest (including **Claims Expenses**)
GBP100,000.00

Contingent Loss of Documents;
Contingent Breach of Professional Confidentiality; and
Contingent Libel and Slander

Each and every **Claim** and each and every claimant (including **Claims Expenses**) **GBP5,000.00**

SITUATION:

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

WORDING:

Contingent Medical Malpractice Insurance(attached)

CONDITIONS:

None

ENDORSEMENTS:

BDB (UK) Limited Complaints Procedure – Appendix A
(Re)Insurers Liability Clause(LMA3333) – Appendix C
Insurance Act 2015 Clause – Appendix D
Excluding claims arising out of relating to bankruptcy and/or
insolvency – **Appendix E**
Sanction Limitation and Exclusion Clause – **Appendix F**
Abuse, Surgical and Midwifery Exclusion – **Appendix G**
Sub-Limits of Liability – Appendix H

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ADDITIONAL CLAUSES:	<p>All Limits of Liability apply to all members collectively – 30,507 members across 13 membership groups and 2,600 Voluntary members and 181 Vets/Vet Nurses/Vet Auxiliaries.</p> <ul style="list-style-type: none">• Community Practitioners and Health Visitors Association 9,241;• Mental Health Nurse Association 1,150;• Other Nurses 4,776;• Operating Department Assistants and Practitioners 705;• College of Health Care Chaplains 699;• Society of Sexual Advisors 186;• Clergy Section 3,193;• Other members in the not-for profit section 328;• Counsellors and Psychotherapists 826;• Radiologists 47;• Radiographers 531;• BVU 1,341;• Pharmacists 7,484 <p>The Policy will only respond to a claim in the event that the Insured's employer's 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 the Policy has become known to those exercising such discretion, right or privilege.</p>
EXPRESS WARRANTIES:	None other than may exist in the standard policy wording.
CONDITIONS PRECEDENT:	None other than may exist in the standard policy wording.
CHOICE OF LAW AND JURISDICTION:	<p>A. CHOICE OF LAW – England and Wales</p> <p>B. JURISDICTION – England and Wales</p>
TERRITORY:	United Kingdom, Channel Islands, Isle of Man, Republic of Ireland and Gibraltar
RECORDING, TRANSMITTING AND STORING INFORMATION:	Where the broker maintains risk and claim data/information/documents the broker may hold data/information/documents electronically.
INSURER CONTRACT INFORMATION:	<p>This document details the contract terms entered into by the insurers(s) and constitutes the contract document.</p> <p>Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.</p>

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INFORMATION

As Presented

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SECURITY DETAILS

INSURERS LIABILITY:

Several Liability Clause LMA3333

(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.

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ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole

SIGNING PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

APPENDIX A

BDB (UK) LIMITED COMPLAINTS PROCEDURE CLAUSE

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

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.

PREMIUM PAYMENT CLAUSE - APPENDIX B

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 **60th 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

APPENDIX C

(RE)INSURERS LIABILITY CLAUSE

LMA3333 SEVERAL LIABILITY CLAUSE

ATTACHING TO AND FORMING PART OF POLICY NUMBER: G00200322

ADDITIONAL CLAUSES, ENDORSEMENTS, EXCLUSIONS, CONDITIONS AND WARRANTIES.

(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.

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APPENDIX D

INSURANCE ACT 2015 CLAUSE

The rights and obligations applying to the Insured and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015.

APPENDIX E

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

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

APPENDIX F

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.

15/09/10

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Abuse, Surgical and Midwifery Exclusion – Appendix G

It is hereby noted and agreed that any Abuse, Surgical and/or Midwifery exposures are excluded in their entirety.

All other terms and conditions remain unaltered.

Sub-Limits of Liability – Appendix H

Public Relation Expenses

GBP25,000 Each Claim Including Claims Expenses

Intellectual Property

GBP25,000 Each Claim Including Claims Expenses

Dishonest of Employees

GBP25,000 Each Claim Including Claims Expenses

Representation Costs

GBP25,000 Each Claim Including Claims Expenses