

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: The **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**. **Damages** and **Claims Expenses** shall be applied against the Deductible. **Claims Expenses** under the **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: Newline Syndicate NWL 1218

Policy Number: UKX0432

Item 1. Policyholder

Unite the Union

Address

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

Item 2. Policy Period

From: 25th July 2023

To: 24th July 2024

Both Days Inclusive at Local Standard Time of the Insureds Address

Item 3. Insuring Agreements and Extensions Included

INSURING AGREEMENTS	Included
Insuring Agreement I.A., Contingent Medical Malpractice	Yes
Insuring Agreement I.B., Contingent Public Liability	Yes
Insuring Agreement I.C., Contingent Loss of Documents	Yes
Insuring Agreement I.D., Contingent Breach of Professional	Yes
Insuring Agreement I.E., Contingent Libel and Slander	Yes
Insuring Agreement I.F., Contingent Inquest Costs	Yes

Item 4. Limits of Liability

A. Contingent Medical Malpractice

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

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

B. Contingent Public Liability

Limit of Liability for Insuring Agreement I.B., (Contingent Public Liability)

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

C. Contingent Loss of Documents

GBP 1,000,000

Limit of Liability for Insuring Agreement I.C., (Contingent Loss of Documents)

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

D. Contingent Breach of Professional Confidentiality

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

Each **Claim** including **Claims Expenses** GBP 2,000,000

E. Contingent Libel and Slander

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

Each **Claim** including **Claims Expenses** GBP 1,000,000

F. Contingent Inquest Costs

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

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

Policy aggregate Limit of Liability (including **Claims Expenses**) GBP 10,000,00

Item 5. Deductible

Contingent Medical Malpractice
Contingent Public Liability

Each and every **Claim** and each and every claimant (including **Claims Expenses**)
GBP 100,000.00

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**)
GBP 5,000.00

Item 6. Gross Premium

Paid in Full

Item 7. NOT USED .

Item 8. Retroactive Date

None

Item 9. Notifications under the Policy

BDB (UK) Limited
52-54 Leadenhall Street, London EC3A 2BJ
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.
All Limits of Liability apply to all members collectively.

Item 11. Currency

GBP

Item 12. NOT USED .

Item 13. Applicable Law and Jurisdiction

This insurance shall be governed by and construed in accordance with the law of England and Wales. Each party agrees to submit to the exclusive jurisdiction of any competent court within England and Wales

Item 14. NOT USED .

Item 15. NOT USED.

Item 16. NOT USED.

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) Limited Complaints Procedure Clause - Appendix A

(Re)Insurers Liability Clause (LMA3333) - Appendix B

AIDS and Hepatitis Non A Endorsement (Sub Limit GBP 500,000 in all) - Appendix C

Insurance Act 2015 Clause - Appendix D

Excluding claims arising out of or relating to bankruptcy and/or insolvency - Appendix E

Complaints - Appendix F

Sanction Limitation and Exclusion Clause (LMA3100) - Appendix G

Additional Clauses:

1. NOT USED.
2. Exclusion DD. (Aids and Hepatitis Non A) is deleted from the **Policy** and replaced with the AIDS and Hepatitis Non A Endorsement at Appendix D.
3. All Limits of Liability apply to all members collectively – 30,020 members across 12 membership groups and 2,600 voluntary members and 181 vets / vet nurses / vet auxiliaries.
 - Community Practitioners and Health Visitors Association 13,510;
 - Mental Health Nurse Association 1534;
 - Other Nurses 4493;
 - Operating Department Assistants and 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 and Psychotherapists 1209;
 - Radiologists 55;
 - Radiographers 562;
 - BVU 751.
 - Pharmacists 3,812
4. 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.

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 it's 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.

APPENDIX B

(RE)INSURERS LIABILITY CLAUSE

LMA3333 SEVERAL LIABILITY CLAUSE

ATTACHING TO AND FORMING PART OF POLICY NUMBER: UKX0432

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.

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

APPENDIX C

AIDS AND HEPATITIS NON A ENDORSEMENT

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 Limit of Liability of the Underwriters shall not exceed GBP 500,000 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 Liability as respects all **Claims** shall be part of, and not in addition to, the aggregate Limit of Liability specified in the Schedule of the **Policy**.

In respect of this endorsement, the Limit of Liability shall be deemed to include all **Claims Expenses**.

The Deductible applicable to the cover afforded by this endorsement shall be GBP 5,000 each and every **Claim** and each and every claimant (including **Claims Expenses**).

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

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

IMPORTANT NOTICE

If you have any questions or concerns about this insurance, the handling of a claim or wish to make a complaint you should, in the first instance, contact the **Underwriters'** Head of Compliance at the following address:

Newline Underwriting Management Limited
1 Fen Court
London
England
EC3M 5BN

Tel: +44 (0)20 7090 1700 (request the Head of Compliance)
Fax: +44 (0)20 7090 1701
E-mail: complaintsofficer@newlinegroup.com

If you are not satisfied with the **Underwriters'** response you are entitled to refer the matter to the Complaints team at Lloyd's, whose contact details are as follows:

Complaints
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Tel: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

Full details of Lloyd's complaints procedures are available at www.lloyds.com/complaints and are also available from the above address.

If the complaint is not resolved, you may be entitled to refer the matter to the Financial Ombudsman Service (the "FOS"). Their details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: +44 (0)800 0234 567 (landline)
+44 (0)300 123 9 123 (mobile)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Further details are available in the **Underwriters'** Complaints Policy, a copy of which is available upon request.

APPENDIX G

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

LMA3100

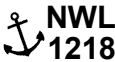
SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0312UKX0432
Date contract printed to PDF: 14:38 21 August 2023

SIGNED UNDERWRITERS

Newline Holdings UK Limited



100.000000%
Written

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GM

100.000000%
Signed

17:03 16 August 2023
Lloyd's Underwriter Syndicate No. 1218 NWL, London, England
Guy Tippet
Bound as Slip Leader, Lloyd's Leader

SETTLEMENT INFORMATION

Allocation of Premium to Coding

GM at 100.000000%

Allocation of Premium to Year of Account

2023

Terms of Settlement

Settlement Due Date: 22 September 2023

Instalment Premium Period of Credit: 0 day(s)

Adjustment Premium Period of Credit: 0 day(s)

Lloyd's Underwriter Syndicate No. 1218 NWL, London, England

Bureau Leader and Lloyd's Leader

Guy Tippet
