

# **Medical Malpractice**

Summary of changes

At Hiscox we continually review our cover to ensure it meets the needs of our customers and provides comprehensive cover at competitive rates.

You will notice that we have made some changes to your insurance policy and to the documentation that you have received. Within this document we will outline the key changes we have made. The changes will apply from the point your policy renews.

# Special definitions

#### Communicable disease

Any communicable, infectious or contagious disease including any related variation, strain, virus, complex or syndrome.

# What is covered

#### Your own losses

Loss of documents

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount shown in the schedule.

### The following cover is removed from this section:

Disonesty of your employees and freelancers

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** suffer a loss from the dishonesty of **your** employees or self-employed freelancers directly contracted to you and under **your** supervision, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss.

## What is not covered

Matters specific to your business

- or contributed to by, resulting from or in connection with a computer or digital technology error.
- 6. any claim or loss directly or indirectly due to, contributed to by, or resulting from or in connection with any:
  - a. cyber attack;
  - b. hacker;
  - c. social engineering communication;
  - d. any fear or threat of 6.a. to 6.c. above; or



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 any action taken in controlling, preventing, supressing, responding or in any way relating to 6.a. to 6.d. above

Personal data claims

 the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data.

Infrastructure interruption

22. any failure or interruption of services provided to **you** by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.

War, terrorism, nuclear, asbestos or space perils

23. war, terrorism, nuclear risks, asbestos risks or space perils.

Aids and hepatitis

24. hepatitis non-A or any condition directly or indirectly caused by, or associated with Human Immunodeficiency Virus (HIV), even if this is initially named as either HTLV III or LAV or is a mutant, derivative or variation, or is 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.

Abuse or Molestation

25. any physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive

Use of instruments

26. the handling, use or storage of any tool or implement used in the performance of a business activity which is intended to penetrate tissue or be in contact with bodily fluid, either that of a human or an animal, unless any such tools or implements are handled, used and stored at all times in accordance with the manufacturer's instructions.

Injectable treatments

27. any injectable or filler treatments, unless photographs or digital images are taken of the client capturing the treatment area of their body both immediately prior to treatment and after treatment and are retained by you for a minimum of three years.

Clinical trials

28. any clinical trial or research project conducted by or for you.