

Healthcare Endorsement

We will not indemnify **You** under this **Certificate** against anything arising directly or indirectly from:

(A) **Healthcare specific matters**

- (i) the use of hypodermic needles more than once;
- (ii) the use of any other instrument having need to contact or penetrate tissue:
 - (a) more than once; or
 - (b) without sterilisation using a recognised disinfection process;
- (iii) the failure to disinfect any surface which has received spillage of human or animal or body fluid or has been contacted by human or animal tissue using a recognised disinfection process;
- (iv) the failure to dispose of all clinical waste using an appropriately qualified waste disposal contractor;
- (v) the administration of medication to a patient except in accordance with the prescription of an appropriate practitioner;
- (vi) the actions or inactions of any **Employeee** whose references, qualifications, gaps in employment history and all relevant local authority and police checks have not been taken up and verified by **You** in writing before the commencement of the employment of such **Employeee**;
- (vii) the actions or inactions of any medical practitioner where **You** have not verified and recorded that such medical practitioner has maintained a licence approved by the applicable government licensing and registration body;
- (viii) the actions or inactions of any nurse where **You** have not verified and recorded that such nurse has maintained registration with the U.K.C.C.and / or the N.M.C or the local equivalent;
- (ix) the actions or inactions of any medical practitioner where **You** have not verified and recorded that such medical practitioner has maintained membership of a Medical Defence Organisation and that the category of such membership is applicable to all services offered or provided to **You** or is otherwise fully insured for medical malpractice or professional liability;
- (x) the actions or inactions of any nurse where **You** have not verified and recorded that such nurse has maintained membership of the Royal College of Nursing or any other professional body or trade union that provides medical malpractice or professional liability insurance and that such membership is applicable to all services offered or provided to **You** or is otherwise fully insured for medical malpractice or professional liability;

(B) **Sexual harrassment**

sexual harassment, sexual molestation, racial discrimination or physical or mental or emotional abuse;

(C) **Unlawful detention**

arising directly or indirectly out of or relating to unlawful detention;

(D) **Dangerous diseases**

or relating to Hepatitis or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome or Creutzfeldt-Jakob Disease (CJD) or any syndrome or condition of a similar kind, howsoever it may be named;

(E) **Doctors etc.**

made against any physician, doctor, surgeon, dentist, nurse or midwife arising in the course of their duties as qualified medical practitioners.

Exclusion 2.1 shall not apply to any **Claim** arising from the supply of any medicinal products by **You** to a client in the course of any treatment.