

PMR 057

Healthcare Professions Clause

It is warranted that:

- (i) hypodermic needles shall be used once only;
- (ii) any other instrument having need to contact or penetrate tissue shall be either:-
 - a. used once only or
 - b. sterilised using a recognised disinfection process;
- (iii) any surface which has received spillage of human or animal or body fluid or has been contacted by human or animal tissue shall be disinfected using a recognised disinfection process;
- (iv) the **Insured** shall ensure that all clinical waste is disposed of by an appropriately qualified waste disposal contractor;
- (v) no medication shall be administered to a patient except in accordance with the prescription of an appropriate practitioner;
- (vi) references are taken up and qualifications checked before the commencement of the employment of any **Employee**, all gaps in employment history are checked and all relevant local authority and police checks are undertaken;
- (vii) the **Insured** shall ensure and record that all Medical Practitioners maintain a licence approved by the applicable government licensing and registration body and that all Nurses maintain registration with the U.K.C.C. and /or the N.M.C;
- (viii) the **Insured** shall ensure and record that all Medical Practitioners maintain membership of a Medical Defence Organisation and that the category of such membership is applicable to all services offered or provided to the **Insured** or are otherwise fully insured for medical malpractice or professional liability;
- (ix) the **Insured** shall ensure and record that all Nurses maintain 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 the **Insured** or are otherwise fully insured for medical malpractice or professional liability.

As a condition precedent to their right to be indemnified under Section 1 of this Policy the **Insured** shall:

1. maintain accurate descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by **Insurers** or their duly appointed representatives insofar as they pertain to any Claim hereunder, and
2. retain the records referred to in 1. above for a period of at least ten years from the date of treatment and, in the case of a minor, for a period of at least ten years after that minor attains majority.

Insurers shall not be liable to indemnify the **Insured** against any claim:

- a) alleging sexual harassment, sexual molestation or racial discrimination;
- b) arising from any unlawful detention;
- c) arising from 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;
- d) made against any physician, doctor, surgeon, dentist, nurse or midwife arising in the course of their duties as qualified medical practitioners.

Exclusion 6 to Section 1 shall not apply to any claim arising from the supply of any medicinal products by the **Insured** to a client in the course of any treatment.

All other terms and conditions of this Policy remain unaltered.