



**BAOT Malpractice & Professional Liability and Public & Products' Liability Insurance
BAOT COVID-19 Vaccination Endorsement**

It is hereby noted and agreed that Insuring Clause A) Malpractice and Professional Liability only is extended to cover Claims resulting in bodily injury only, directly arising from the physical administration of Covid-19 vaccinations to patients via the route specified by the standard operating procedures established by the NHS (hereafter known as the "**Service**").

It is a condition precedent to the right to be indemnified under the Policy that –

1. The Insured has successfully undertaken and completed the Covid-19 vaccination training provided by the NHS;
2. The Insured uses their best endeavours to apply the applicable protocols, systems and process to deliver the **Service** including but not limited to: considering all clinical pre-assessment information gathered, providing any necessary information to the patient, and obtaining any appropriate consents from the patient;
3. The Insured takes reasonable steps to minimise the risk of errors, circumstances and/or Claims against them arising from the **Service** including but not limited to: promptly (meaning as soon as possible and within 5 working days) considering risk management material provided from time to time by the British Association of Occupational Therapists, promptly considering reports of errors, unwanted outcomes or claims in relation to Covid-19 vaccinations by others, and promptly implementing any relevant and/or reasonable changes to the Insureds own practice to prevent similar errors, unwanted outcomes, circumstances and/or Claims;
4. The **Service** is provided as part of an NHS and/or NHS contracted service for which the enabling legal provisions have been established and which are supported by NHS protocols; and
5. The Covid-19 vaccine the Insured administers to patients must have authority for use in Humans in the UK by the Medicines and Healthcare Products Regulatory Agency (MHRA).
6. The Insured must maintain membership with the British Association of Occupational Therapists and ensure their Employer maintains at a minimum vicarious insurance cover in place for the administration of Covid-19 vaccinations.

Exclusions

Cover hereby excludes any circumstances and/or Claims arising from and/or relating to –

- a. the effects of the Covid-19 antigen or other vaccine components, including but not limited to any contraindications, adverse effects (known or unknown at the time of administering the vaccination), medical conditions, injury and/or damage caused by the antigen or other vaccine components and/or any associated consequential loss, but this exclusion shall not exclude any circumstances or Claims arising from reactive emergency treatment for any immediately emerging adverse effects or anaphylactic reactions;
- b. Public Liability including any liability that may have attached to Insuring Clause B Public Liability;

- c. Products Liability including any liability that may have attached to Insuring Clause C Products Liability;
- d. the design, manufacture, construction, alteration, repair, servicing or treating of any vaccine, product, material and/or instrument sold, supplied or distributed by the Insured, including but not limited to defects thereof, used in the vaccination process that would be the responsibility of the manufacturer or supplier of that vaccine, product, material and/or instrument;
- e. The Private and/or non-NHS provision of this **Service**;
- f. The failure of the antigen or other vaccine components or any of the equipment used to perform at all or as intended, specified, warranted or guaranteed by the manufacturer or supplier;
- g. The patient contracting Covid-19 despite having received the vaccine.

This extension under Insuring Clause A) Malpractice and Professional Liability is subject to a sub-limit of £1,000,000 in all and all costs in addition, which is part of and not in addition to the overall Limit of Indemnity stated in the Schedule.

For the avoidance of doubt, Insuring Clauses B) Public Liability and C) Products Liability are deleted and therefore not operative under this extension Endorsement.

All other Policy terms, conditions, limitations and endorsements remain unaltered and operative.