



Policy Summary

This policy is an annually renewable Professional Indemnity insurance, unless stated otherwise in your policy Schedule, underwritten by Royal & Sun Alliance Insurance plc. The information below provides a summary of the cover provided. For full terms and conditions of the cover, please refer to the policy document.

Period of Insurance

Your cover is valid for 12 months unless otherwise agreed and is renewable annually.

About your Medical Malpractice Insurance cover

Your Medical Malpractice policy is a legal liability insurance that provides cover for claims made against you by a third party arising from a negligent act, error or omission by you occurring in the course of your business and which results in the third party suffering (and being able to demonstrate)

- ❖ a financial loss
- ❖ bodily injury (including death, disease, illness and/or mental anguish)
- ❖ damage to their property

In addition to the basic cover, your policy also provides many other features and benefits. Please refer to the policy wording for full details of these.

The maximum payable in respect of any one claim is the amount chosen by you and shown as the 'Limit of Indemnity' in the policy schedule. Unless otherwise stated, costs incurred in the defence or investigation of the claim will be paid in addition to this figure.

Medical Malpractice is different to most other insurances in that it operates on what is known as a 'claims made basis', meaning that the policy will only provide cover for claims or circumstances discovered and notified to the Insurer during the period of insurance, rather than errors or mistakes occurring during the period of insurance.

As with all insurance policies, certain exclusions apply and you should consult the policy wording for the full list. However, some of the more significant exclusions include:

- ❖ any claim arising out of any treatment which involves clinical procedures, i.e. the breaking of the skin
- ❖ claims arising out of any treatment allegedly causing or aggravating cancer
- ❖ claims arising from Hepatitis, Human T-Cell Lymphotropic Virus type III (HTLV III), Lymphadenopathy Associated Virus (LAV), Acquired Immune Deficiency Syndrome or any syndrome, condition, mutant derivative or variation of a similar kind
- ❖ Death, bodily injury or disease sustained by an employee whilst in the course of their employment (this is covered by an **Employers Liability Insurance**)
- ❖ the Excess
- ❖ Asbestos
- ❖ Claims or circumstances arising from work carried out prior to the retroactive date

Additional covers where included/selected – please refer to your Quotation or Policy Schedule

Legal Expenses Insurance

Provided in partnership with DAS Legal Expenses Insurance Co Ltd, this cover provides insurance protection against the unpredictability of potential legal or taxation problems up to a maximum of £100,000.

Employers Liability (EL) Insurance

Your EL policy is a legal liability insurance that provides cover for claims made against you by, or on behalf of, an employee who is killed, injured or contracts a disease whilst undertaking work for you during the course of their employment.

The maximum payable ('Limit of Indemnity') in respect of any one accident or event is £10m (£5m in respect of Terrorism), which includes costs incurred in the defence or investigation of the claim.

As stated above, all insurance policies contain certain exclusions and you should consult the policy wording for the full list. However, some of the more significant exclusions include:

- ❖ Death, bodily injury or disease sustained by an employee whilst working offshore
- ❖ Death, bodily injury or disease sustained by any person other than an employee (this is covered by a **Public Liability Insurance**)
- ❖ Damage to third party property (this is covered by a **Public Liability Insurance**)

Directors & Officers (D&O) Liability

The cover provides directors, non-executive directors and officers with an indemnity against a wide range of potential legal actions which they can face in the course of carrying out their normal duties and which may put their personal assets at risk. In certain circumstances, a director or officer may be held personally liable for a breach of a duty of care, skill or contract with the potential for unlimited financial liability.

Unless otherwise stated, the policy provides cover for:

- ❖ Damages, judgements or settlements
- ❖ Costs and expenses awarded against a Director or Officer
- ❖ Legal Defence Costs

The maximum payable in respect of any one claim (and in total during the period of insurance) is the amount chosen by you and shown as the 'Limit of Indemnity' in the policy schedule. Costs incurred in the defence or investigation of the claim are included within this figure.

As with PI above, D&O operates on a 'claims made basis', meaning that the policy will only provide cover for claims or circumstances discovered and notified to the Insurer during the period of insurance, rather than errors or mistakes occurring during the period of insurance.

As with the other products mentioned above, certain exclusions apply and you should consult the policy wording for the full list. However, some of the more significant exclusions include:

- ❖ Death, bodily injury or disease sustained by any person or damage to their property (this will be either **Employers or Public Liability**)
- ❖ Professional advice provided for a fee (this is covered by a **Professional Indemnity Insurance**)
- ❖ Fines, penalties, punitive, aggravated or exemplary damages awarded in a Libel or Slander action
- ❖ Asbestos

Law applicable to the contract

You and the insurer are free to choose the law applicable to this contract but in the absence of agreement to the contrary, English law will apply.

Flexible payment options

You can pay your premium, including tax, by 10 monthly instalments using our premium credit facility. Please ask your broker for an application form if this is of interest to you.

Claims

Preventing claims occurring

As a professional we do not presume to tell you how to run your business. However many claims arise through misunderstandings which it may be difficult to disprove without evidence. Please ensure wherever possible that all contracts and instructions are confirmed in writing. Written records of meetings and telephone conversations should also all be retained on file.

Claims Procedure

In the event of any criticism by your client, or if you become aware of circumstances which could give rise to a claim against you, it is essential that you notify your insurance broker immediately, even if you believe that your actions have been beyond reproach and that a claim could never succeed.

Warning signs include:

- ❖ verbal complaints from a dissatisfied customer, or threats to take the matter further
- ❖ letters of complaint alleging neglect error or omission
- ❖ a client refusing to settle or delaying settlement of fees
- ❖ client wanting to change professional adviser

Once we have been notified of a possible claim we will assist you in providing guidance on how best to conduct future dealings with the client. Depending on the nature of the situation we may appoint professional advisers to assist you.

In the event of a claim or notification please do not advise the third party that you hold P.I. insurance as this may prejudice the position.

Do not discuss or admit liability. Any correspondence should be passed to your broker as soon as possible, unanswered beyond a simple acknowledgement of receipt.

If you are involved in the Construction Industry please note the special conditions in the policy relating to prompt notification of circumstances relating to Adjudication under the Housing Grants and Construction Act.

Cancellation rights

We hope that you are satisfied with the cover that this policy provides. As this is an annual contract and because of the basis of cover, there is no express provision allowing you to cancel the policy before its renewal date. However, depending upon the circumstances, we may agree to cancel the policy before the end of the period of insurance if you request us to do so. Any such request must be made via your insurance broker and detail the reason(s) behind this.

Financial Services Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This scheme provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims under its policies. You may be entitled to compensation from the scheme if we are unable to meet our obligations.

This depends on the type of business and the circumstances of the claim:

For compulsory classes of insurance, 100% of the claim will be met without any upper limit. For other classes of insurance, the first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met.

Further information about compensation scheme arrangements is available from the FSCS.

OTHER IMPORTANT INFORMATION

Law applicable to the Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Insurance shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially please raise your concerns with your usual business contact. If your complaint is not resolved or you are not happy with our response and the course of actions proposed, you can progress your complaint to our Customer Relations Office. A separate investigation will then be carried out in an attempt to resolve your complaint and a final response issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

Tel: 0800 1076160
Fax: 01422 325146
e-mail: crt.halifax@uk.rsagroup.com

What to do if you are still not satisfied

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 0801800
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

RSA is a trading name of Martello Professional Risks Ltd (No. 3276482) and Royal & Sun Alliance Insurance plc (No. 93792)
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