

## Professional Indemnity Insurance Policy For Professional Associations



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## Professional Indemnity Insurance Policy for Professional Associations

### Welcome to MPS Risk Solutions Limited

Thank you for taking out this insurance policy with us.

To make sure that you get the most from your cover, please take time to read this document which explains your contract with us.

If you have any questions or would like any further information, please contact us:

**In Writing to : MPS Risk Solutions Limited Granary Wharf House Leeds LS11 5PY**

**By Telephone to : 0845 291339 or +44 (0) 113 241 0395**

**By Fax to : +44 (0) 113 241 0387**

**By Email to : [info@mpsrs.co.uk](mailto:info@mpsrs.co.uk)**

### About Us

MPS Risk Solutions Limited is a wholly owned subsidiary of The Medical Protection Society Limited and is a General Insurer authorised and regulated by the Financial Services Authority (FSA).

Our FSA Firm Reference Number is **402394**.

You can check our status by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

### What to do if you have a complaint

Our aim is to provide an exemplary service, however if you wish to register a complaint about this policy or about the handling of any claim you make under it, please contact us quoting your policy number:

**In Writing to : MPS Risk Solutions Limited Granary Wharf House Leeds LS11 5PY**

**By Telephone to : 0845 291339 or +44 (0) 113 241 0395**

**By Fax to : +44 (0) 113 241 0387**

**By Email to : [complaints@mpsrs.co.uk](mailto:complaints@mpsrs.co.uk)**

We will respond promptly and arrange for your complaint to be fully investigated. If you are not satisfied with our handling of your complaint you may, if appropriate, be able to refer the matter to the Financial Ombudsman Service (FOS). These complaints procedures do not restrict your right to take legal proceedings.

## What to do if you receive a claim

It is important that you or your members tell us about any claim or adverse incident as soon as possible. Not only is it a condition of this policy that you or your members do so, but it allows us to act quickly to support you, identify the issues involved and advise you of the best way to respond. You or your members must do so whether you believe you are liable or not and any letter of claim must be passed to us immediately, without acknowledgement.

We have a team of experienced claims handlers ready to help your members if a claim is made against them or they think a claim may be made. We are experienced in dealing with claims against healthcare professionals so they will be in good hands. Claims under Section E of the policy (legal expenses) are handled by staff who only handle legal expenses claims.

We aim to deal with notifications promptly, proportionately and effectively. As soon as you or your members notify a matter you and the member will be told the name of the claims handler who will deal with it for you. We will need to investigate some matters in depth immediately, others we may leave to await developments. We will consider whether to appoint solicitors or expert witnesses to advise and we will deal with them on your member's behalf.

We generally try to move matters to resolution as quickly as possible, whether by providing a detailed repudiation of an unfounded claim or by negotiating prompt settlement of a valid one. Sometimes an apology or admission may take the heat out of a dispute and we will always discuss this with you and your member if appropriate. You and your members must not however, make any admission or compensation payment without our prior written consent.

We will keep you and your member informed as matters develop and take your views into account. Please do not hesitate to let us know if you have any questions or concerns at any point. From time to time we will need your and your member's help and we ask for your co-operation in responding promptly. Even before proceedings are issued there are strict time limits for responding to letters of claim, so delay may prejudice your member's defence.

## How to make a claim

If you or your member receives a claim, someone threatens to claim against you or your member, or something happens which you or your member think may lead to a claim against them or to an investigation which may be covered under this policy, please contact us quoting your policy number:

**In Writing to : MPS Risk Solutions Limited Granary Wharf House Leeds LS11 5PY**

**By Telephone to : 0845 223 9023 or +44 (0) 113 241 0394**

**By Fax to : +44 (0) 113 241 0500**

**By Email to : [claims@mpsrs.co.uk](mailto:claims@mpsrs.co.uk)**

We will send your member a Claim Form for notifying claims and potential claims and this must be completed, signed and returned to us to enable us to handle the claim on your member's behalf.

If you or your member receives a Letter of Claim, or are advised that a claim against you or your member is being contemplated, your member will be required to send us a copy of the claimant's records and copies of any relevant letters or other paperwork which they think would be helpful. Your member must keep all documents about the claimant (including all electronic records) safely as these may be needed in the course of defending the claim.

## The Insurance Contract

This *policy* is a legally binding contract between *you* and *us*. It is a legal document and should be kept in a safe place.

The *policy*, *schedule of cover* and any endorsements should be read as if they were one document.

*Your members* should read this *policy* carefully to ensure that the cover provided is in accordance with their requirements and that they understand all the terms, exclusions, conditions and endorsements. If the *policy* does not meet *your* needs then please contact *us* immediately.

We agree to provide the cover detailed under those sections of the *policy* shown as operative in the *schedule of cover*, during the *period of insurance*, provided *you* and *your members* comply with all the terms, conditions and endorsements of the *policy*.

Before this *policy* came into effect and before each new *period of insurance* *you* and *your members* provided *us* with information in the Proposal Form and/or Renewal Declaration, and perhaps in other ways. We have relied on this information to decide whether to enter into this contract for the *period of insurance* and on what terms. This information is incorporated in and forms the basis of *your* insurance contract with *us*. If any of that information is wrong or false or if any material information has been omitted, we are entitled (at our option) to avoid this *policy* or to decline cover under this *policy* for any *claim* or *investigation*.

If any of the information in the Proposal Form and/or Renewal Declaration or any other information *you* have supplied to *us* changes before the beginning of the *period of insurance* *you* must inform *us* immediately, and in any event before the beginning of the *period of insurance*. We may, at our option, change the terms of cover or cancel the *policy*.

We will treat the proposal as a separate application by each *member*. The knowledge of one *member* shall not be imputed to any other *member* in determining whether any information is wrong or false or any material information has been omitted.

During the *period of insurance* *you* must give *us* notice in writing as soon as possible of any alteration which materially affects the risk, including without limitation any material change in the nature of *your members' businesses* or anything else which may increase or decrease *your members' risk* or exposure to risk. If *you* fail to do so, *you* may lose *your* right to make a claim under this *policy*.

*You* warrant that *you* have the authority of *your members* to enter into this *policy* on their behalf and that throughout the *period of insurance* *you* will have their continuing authority to act on their behalf on all matters in connection with this *policy*.

This *policy* is issued on a 'claims made' aggregate basis with *defence costs* included within the *Limit of Indemnity* stated in the *Schedule of cover* subject to sub-limits which may apply to each and every section of cover. This means the *policy* only responds to:

- claims arising from *circumstances* occurring after the *retroactive date* and when a *member* which are first made against a *member* during the *period of insurance* and which are notified to *us* during the *period of insurance*, providing that neither *you* nor the *member* was aware of *circumstances* at any time before the beginning of the *period of insurance* which would have alerted a reasonable person in *your* or *your member's* position that a claim may be made against the *member*, and
- claims *circumstances* where *you* or *your member* gave notice in writing to *us* during the *period of insurance* of facts that might give rise to a claim against the *member* as soon as possible after *you* or *your member* became aware of those *circumstances*.

*You* and *your members* are obliged to report and provide full details of all material facts and *circumstances* of which *you* and *your members* are aware and which a reasonable person in *your* or *your member's* position would consider may give rise to a claim. If *you* or *your member* fail to notify to *us* during the *period of insurance*, we may not cover the *member* in a later period of insurance for any claim which arises from these *circumstances*.

After the end of the *period of insurance* no new claims can be made in that or any previous *period of insurance* even though the event giving rise to the claim may have occurred during the *period of insurance*.

## The Cover

We agree, subject to the terms, limitations, exclusions, conditions and endorsements of this *policy*, to indemnify *your members* against any civil liability, including claimant's costs, arising out of any claim made under those sections of the *policy* shown as operative in the *schedule of cover*, provided that a *claim*:

- is first made against *your member* during the *period of insurance* and *you* or *your member* has told *us* about it in writing as soon as reasonably possible after the *claim* was first made and during the *period of insurance*; or
- is first made against *your member* after the *period of insurance* arising from *circumstances* *you* or *your member* have notified to *us* in writing during the *period of insurance* in accordance with the Claims Conditions; and, in either case
- the *claim* arises out of an act, error, omission or event happening within the *Territory* on or after the *retroactive date* and when the *member* was a *member* (i.e. during the period of active membership).

## Section A - Malpractice

### What is covered

Any *claim* made against any of *your members* in respect of *bodily injury* of any patient or client, caused by reason of breach of professional duty, negligent act, negligent error or negligent omission committed by the *member* or by the *member's employee* or by a self-employed person or sub-contractor acting on the *member's* behalf and for whose acts, errors or omissions the *member* is legally liable, in the course of the *member's professional practice* and in or about the conduct of the *member's business*;

And *defence costs* incurred in connection with any such *claim* or *circumstance*

Indemnity is limited to the sum stated in the *schedule of cover*.

## Section B - Good Samaritan Acts

### What is covered

Any *claim* made against any of *your members* by reason of *Good Samaritan Acts* by the *member* or the *member's employee*;

And *defence costs* incurred in connection with any such *claim* or *circumstance*

Indemnity is limited to the sum stated in the *schedule of cover*.

## Section C - Professional Indemnity

### What is covered

Any *claim* made against any of *your members*, not in respect of *bodily injury*, by reason of breach of professional duty, negligent act, negligent error, negligent omission or breach of confidentiality, libel or slander, committed in the territory specified in the *schedule of cover* by the *member* or by the *member's employee* or by a self-employed person or sub-contractor acting on the *member's* behalf and for whose acts, errors or omissions the *member* is legally liable, in the course of the *member's professional practice* and in or about the conduct of the *member's business*;

And *defence costs* incurred in connection with any such *claim* or *circumstance*

Indemnity is limited to the sum stated in the *schedule of cover* except in respect of libel or slander where indemnity is limited to £100,000 or equivalent.

## Limit of Indemnity

The maximum amount of *our* liability under this *policy* per *member* for any *one claim* (including *defence costs*) is limited to the sums stated in the *schedule of cover*.

Any *one claim* which may involve more than one *member* or may be covered under more than one of the operative sections of this *policy* shall be dealt with as *one claim* and the maximum amount of *our* liability for that *claim* shall be the highest of the sums stated in the *schedule of cover*. In no circumstances shall the limits of indemnity for more than one *member* or for more than one section be added together for any *one claim*.

The maximum amount of *our* total liability under this *policy* during the *period of insurance* for all *claims* and *investigations* in the aggregate (including *defence costs*) however many *members* may be involved is limited to the policy aggregate limit stated in the *schedule of cover*.

We shall only be liable after the *member* has paid the *excess* set out in the *schedule of cover* for each *one claim*. The *excess* does not apply to *defence costs*.

## Indemnity to *Employees*

If a *member* asks *us* to do so, we will indemnify that *member's employees*, except a *Medical Practitioner*, *Dental Practitioner* or an *employee* who *you* have warranted in this *policy* has his or her own personal indemnity or individual insurance cover, against whom a *claim* is made where the *employee* was acting within the terms and conditions of his or her employment or engagement and where the *claim* is one which, if it had been made against the *member*, would have been covered under this *policy*. The *employee* must comply with all the conditions of this *policy*, and the indemnity *we* provide to the *employee* will be subject to all the terms, limitations, exclusions and conditions of this *policy*, and inclusive within the *Limit of Indemnity*.

### What is **NOT** covered

This *policy* will not cover:

- any *legal expenses* arising from disciplinary proceedings brought against an *employee* by a regulatory authority or professional body;
- any *claim* against an *employee* as a result of his or her own dishonest, fraudulent, criminal or malicious act or omission.

## Indemnity to *Principal*

We will indemnify the *principal* of a *member* if a claim is made against the *principal* where the claim has been caused by any negligent act, negligent error or negligent omission committed by the *member* in or about the conduct of the *member's business* and the *claim* is one which if it had been made against the *member* would have been covered under this *policy*. The *principal* must comply with all the conditions of this *policy*, and the indemnity *we* provide to the *principal* will be subject to all the terms, limitations, exclusions and conditions of this *policy* and inclusive within the *Limit of Indemnity*. The *principal* may enforce this contract of insurance.

### What is **NOT** covered

This *policy* will not cover any *member* or his or her *principal* in respect any negligent act, negligent error or negligent omission by the *principal* or by any officer or employee of the *principal* or of any person acting on behalf of the *principal* except the *member*.

## What Is **Not** Covered – General Exclusions Applicable To All Sections Of This Policy

This *policy* will not cover any *member* in respect of the following or for any *defence costs* or *legal expenses* arising directly or indirectly from or in connection with any of the following:

1. *Claims, investigations* or *circumstances* known to *you* or to the *member* or which ought to have been known to *you* or to the *member* before the beginning of the *period of insurance*.
2. Any *claim* or *investigation* arising from any fact, situation or circumstance which has been notified to any insurer or under any other indemnification arrangements before the beginning of the *period of insurance*.
3. Any *claim* or *investigation* which is (or but for the existence of this *policy* would be) the subject of indemnity under any other insurance or indemnification arrangements.
4. Any *claim* or *investigation* against any self-employed person or sub-contractor or against any *Medical Practitioner* or *Dental Practitioner* regardless of whether such *Medical Practitioner* or *Dental Practitioner* is employed by the *member* or acting as a self-employed person or sub-contractor to the *member*.
5. Any *claim* or *investigation* arising directly or indirectly from the treatment of animals.
6. Any *claim* or *investigation* arising from a *member's* fees, including any *claim* for reimbursement of the *member's* fees, or any dispute as to the *member's* entitlement to charge or to retain payment of any fees, or any dispute as to the amount of any fees.
7. Any *claim* or *investigation* arising directly or indirectly from the ownership, possession or use by any *member* or on the *member's* behalf of any aircraft, watercraft, vessel or mechanically propelled vehicle. This exclusion does not apply to any *claim* or *investigation* relating to the treatment of any patient in any ambulance.
8. Any *claim* or *investigation* arising directly or indirectly from the ownership or occupation of any land or buildings.
9. Any *claim* or *investigation* in respect of expenses incurred by any *member* in the replacement or restoration of any electronic document arising directly or indirectly from the failure or inefficacy of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system occasioned other than through its physical destruction or damage.
10. Any *claim* or *investigation* arising from the transmission or receipt of any virus, programme or code to or from any *member's* website that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance.
11. Any *claim* or *investigation* arising from any obligation owed by any *member* to his or her employee or past or prospective employee. This exclusion does not apply to Section A or Section C where the employee is treated as a patient or client on the same terms (except as to payment of fees) as any other patient or client.
12. Any *claim* or *investigation* against a *member* arising from work carried out by that *member* in the name of any other person, partnership, association, society, corporation, firm or company (other than his or her *principal*), and who is not shown in the *schedule of cover* as the Insured, unless *our* agreement has first been obtained and an endorsement made upon this *policy*.
13. Any *claim* or *investigation* in respect of or arising from any *members* or his or her *employees'* capacity as a director, officer or spokesperson of any body corporate or professional association or a trustee of any trust including those named as Insured in the *schedule of cover*.

- 14.** Any *claim* made against any *member* by:
- a. any associated, parent, affiliated or subsidiary company; or
  - b. any person or entity having a financial, executive or controlling interest in the *member's* operations or
  - c. any company, firm or entity in which *you* or any director or partner of the *member* has a financial, executive or controlling interest

unless such *claim* is for indemnity or contribution in respect of a *claim* made by an independent third party against such company, firm, person or entity.

**15.** Any *claim* or *investigation* arising out of a specific liability assumed by any *member* under contract (which goes beyond the duty to use such skill and care as is usual in the conduct of the *member's business*).

- 16.** Any *claim* or *investigation* arising out of or in connection with
- a. any trading debt or guarantee given for a debt or guarantee given for a debt.
  - b. any trading losses or trading liabilities incurred in the course of any *member's business*.

**17.** Any *claim* or *investigation* against a *member* arising out of or relating directly to that *member's* insolvency or bankruptcy.

**18.** Any *claim* or *investigation* against a *member* arising from any act, error or omission by that *member* or by any of that *member's* partners or directors with the intention of causing a third party loss, damage or injury, or with reckless disregard for the consequences.

**19.** Any *claim* or *investigation* against a *member* in respect of or arising from any dishonest, fraudulent, criminal or malicious act or omission committed or condoned by that *member* or by any of that *member's* partners or directors.

**20.** Any *claim* or *investigation* arising from any services rendered by any person while under the influence of intoxicants or narcotics.

**21.** Any *claim* or *investigation* arising from the unlawful sale, supply, use or application of any prohibited substance.

**22.** Any *claim* or *investigation* arising directly or indirectly from the transmission to patients or other personnel of the Hepatitis virus (in all its variants) or any condition caused by or associated with the Human Immunodeficiency Virus (HIV) or the mutants derivatives or variants thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind however it may be named.

**23.** Any *claim* or *investigation* arising from allegations of actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation whether under the guise of treatment or not, or in the course of treatment or not. This exclusion does not apply to *defence costs* or *reasonable legal expenses* for the successful defence of any such *claim* or *investigation*. *Your member* agrees that if *we* advance *defence costs* provisionally under this clause and *we* are not liable to indemnify him or her under this clause then he or she will repay to *us* all costs incurred by *us*. *We* may cease to indemnify the *member* at any time.

**24.** Any *claim* or *investigation* against a *member* arising from the provision of any services by that *member* to any pharmaceutical company.

**25.** Any *claim* or *investigation* arising from any clinical trial or research project.

**26.** Any *claim* or *investigation* alleging infringement of copyright, patent, registered design, trademark or passing off and/or any other intellectual property rights.

**27.** Any *claim* or *investigation* arising from any regulated activity (as defined in the Financial Services & Markets Act 2000).

**28.** Any *claim* or *investigation* arising directly or indirectly from any actual or threatened pollution or any requirement for any *member* or his or her *employee* to deal with that pollution. This exclusion does not apply to *claims* or *investigations* arising from the treatment of any person suffering from any pollution related injury or illness.

**29.** Any *claim* or *investigation* arising directly or indirectly from war, invasion, acts of foreign enemies, civil or military uprisings, hostilities, or government power being taken unlawfully; or property being taken, damaged or destroyed by a government or public or local authority. This exclusion does not apply to *claims* or *investigations* arising from the treatment of any person injured as a result of any war, uprising or hostility.

**30.** Any *claim* or *investigation* in respect of any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion terrorism shall mean the use, or threat of use, of explosives, biological, chemical or nuclear contamination by any person, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or put any section of the public in fear. This exclusion does not apply to *claims* or *investigations* arising from the treatment of any person injured as a result of any terrorism activity.

**31.** Any *claim* or *investigation* in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion does not apply to *claims* or *investigations* arising from the treatment of any patient suffering from any asbestos related injury or illness.

**32.** Any *claim* or *investigation* directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear material; or the hazardous properties of any nuclear explosive, assembly or component. This exclusion does not apply to *claims* arising from the use of radio-isotopes, radium or radium compounds when used in or incidental to medical procedures and away from the place where such substances are made.

**33.** Any *claim* or *investigation* arising in any way out of the manufacture, distribution, supply or sale of any goods and/or products. This exclusion does not apply to any *claim* or *investigation* relating to the prescription or use of any goods and/or products in the course of treatment provided that these are such as would be prescribed or used in the ordinary course of the *member's business* and that if the goods or products were designed and/or manufactured by the *member* our agreement has first been obtained and an endorsement made upon this *policy*.

**34.** Any *claim* or *investigation* in respect of causing or contributing to damage to or destruction or physical loss of any property (other than property in the *member's* care, custody or control in connection with the *member's business* and not occupied or used in the course of the *member's business*).

**35.** Any *claim* or *investigation* in respect of the loss, damage or destruction of any documents.

**36.** Any judgment or order of a court in the United States of America or Canada or of a court, tribunal or arbitrator anywhere exercising jurisdiction under any laws of the United States of America or Canada; or any judgment or order based on, derived from or to enforce any judgment or order of any such courts, tribunals or arbitrators or under any such laws.

**37.** Any fines, penalties, punitive, aggravated or exemplary damages.

**38.** Any *claim* or *investigation* arising from any act, error or omission of any *member* at a time when he or she was not yet a fully qualified member (a 'student member') unless the student member was acting under the supervision of a fully qualified *member* or person of equivalent professional status.

**39.** Any *claim* or *investigation* against a *member* arising from the act, error or omission of any other *member*.

40. Any *claim* or *investigation* arising from the provision of any health or social care service that is regulated by legislation for which the *member* has failed to obtain any requisite licence or registration provided for by legislation.

## Claims Conditions

### Notification

You or your *member* must tell us in writing about a *claim* or any *circumstance* that may give rise to a *claim* as soon as possible and during the *period of insurance*. If this is not done we will not provide cover under this *policy* for that *claim*. The notification must contain full particulars of all material facts, dates and persons involved and, in the case of notification of a *circumstance*, the reasons for anticipating that the *circumstance* may give rise to a *claim* or liability.

### Co-operation and information

You agree that your *member* will (without charge to us) give us all information, documents and assistance we may require to investigate any *claim* or *circumstance*; and to cooperate fully with us; and to assist and procure that your agents and employees assist in the defence of any *claim*.

Your *members* must retain all medical records for a reasonable period after the completion of any treatment. The minimum period for which your *members* must maintain medical records is six years after the completion of any treatment or, in the case of any treatment provided to a child, six years after the child's eighteenth birthday, and indefinitely in the case of patients with mental incapacity.

Your *members* agree that any solicitor appointed by us to act on their behalf may disclose to us any information, evidence or documents that they have provided to that solicitor whether privileged or not.

If you or your *member* fails to comply with any of the requirements of this condition, we will not provide cover under this *policy* for that *claim*.

### Claims Control

We shall be entitled, should we so wish, to take over and conduct in your *member's* name the defence or settlement of any *claim* or potential *claim* or proceedings and to prosecute in your *member's* name for our benefit any claim for indemnity, contribution or recovery against any third party and your *member* will at all times give and procure that his or her agents and employees give information, cooperation and assistance for these purposes and will authorise any solicitor appointed by us to go on the record in any proceedings.

This applies even to the conduct of matters which are within the excess or include uninsured losses.

You and your *members* will not without our prior written consent admit any liability for a *claim* or potential *claim*, nor (by act or omission) do anything which may compromise our ability to defend a *claim* nor make any payment nor incur any costs or expenses in connection with any *claim* or *circumstance*. However we will not be required to contest any proceedings unless counsel (to be mutually agreed or, failing agreement, to be appointed by the President of the Law Society of England and Wales) advises that such proceedings should be contested.

We will not admit liability for or settle any claim without the *member's* prior consent. If the *member* does not consent to our settling a *claim*, our liability is then limited to the amount we recommend in settlement plus defence costs to the date we recommend settlement of the claim to the *member* and in any event shall not exceed the *Limit of Indemnity* specified in the *schedule of cover*.

In relation to any *claim* or *claims* under this policy, we may in our sole discretion pay to the *member* the *Limit of Indemnity* (after the deduction of any sums already paid under this *policy*) and we shall then relinquish control of the *claim* and be under no further liability in connection with it.

## Recoveries

We will be subrogated to all *your member's* rights of indemnity, contribution or recovery before or after any payment or indemnity under this *policy*.

You agree that *your members* will (without charge to us) give and procure their *employees* and agents to give all such assistance in the exercise of rights of recovery as we may require and will not surrender or enter into any agreement restricting any such right, or settle any such claim for indemnity, contribution or recovery without *our* prior written consent.

Where we make any payment under this *policy* and any sums are recovered from any other parties, the net amount recovered after the costs of the claim for recovery shall be applied first in reimbursement of any amount paid by *your member* above the *Limit of Indemnity*, then in reimbursement of the payments made by us with interest at the rate of LIBOR plus 1% and then in reimbursement of the Excess. Any surplus shall be shared between us and *your member* in the ratio of the payments made by us and the *member*.

Any unrecovered costs incurred in the exercise of rights of recovery that comprise both insured and uninsured losses shall be shared in the ratio of the respective claims.

We may require a *member* to account to us for any asset or entitlement of any person who has committed or condoned any dishonest, fraudulent, criminal or malicious act or omission, provided that the *member is* legally entitled to hold that asset or entitlement.

We will not exercise *our* subrogated rights of recovery in the name of any *member* against any of that *member's employees* except if (i) the *employee* has caused or contributed to the *claim* by his or her dishonest, fraudulent, criminal or malicious act or omission; (ii) you have warranted in this *policy* that the *employee* has his or her own personal indemnity or individual insurance cover; or (iii) the *employee* is a *Medical Practitioner* or *Dental Practitioner*.

*Your members* will ensure that all *Medical Practitioners & Dental Practitioners, engaged in or by the business*, have appropriate insurance or other appropriate indemnification arrangements in place for the duration of this *policy* and that such arrangements will not be limited to an amount less than the *limit of indemnity* provided under each section shown as operative in the *schedule of cover* attaching to this *policy*.

## Cancellation

This *policy* may be cancelled:

- a. by us by giving 30 days notice in writing to you at the address given in the *schedule of cover*, or if any premium due remains unpaid for 10 days after its due date immediately
- b. by you giving us 7 days notice in writing at Granary Wharf House, Leeds, LS11 5PY giving the date when cancellation is to take effect.

Any notice given to you under this condition or under any other provision of this *policy* shall be deemed to be notice given to every *member*.

Any notice sent by post shall be sent by first class post and shall be deemed to have been received on the second working day after the date of posting.

Any notice sent by facsimile or by electronic mail shall be deemed to have been received at the time of sending, or if that is after 4pm or on a day which is not a working day, on the first working day thereafter. There is no refund of premium applicable to this *policy*.

## Third Party Rights

It is noted and agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that you and we do not intend any term of this contract to be enforceable by any third party other than a *member* save as expressly provided in the section Indemnity to Principal. It is agreed that this *policy* may be amended, varied, rescinded or cancelled by agreement between you and us without the consent of any *member*.

## Governing Law

This *policy* is governed by the laws of England and Wales and the English and Welsh courts shall have exclusive jurisdiction.

## Interpretation

In this policy the singular includes the plural and vice versa.

## Words with Special Meanings

Whenever the following words are used in this *policy* in italic type, they have the special meanings set out below.

### ***Bodily injury***

Bodily injury, mental illness, illness, disease or death

### ***Circumstance***

An incident, occurrence, fact, matter, act or omission that may give rise to a *claim* or *investigation* covered by this *policy*.

### ***Claim***

A demand for, or an assertion of a right to, civil compensation or civil damages or an intimation of an intention to seek such compensation or damages.

### ***Defence Costs***

Legal costs, related expenses and disbursements reasonably and necessarily incurred in the defence, investigation or settlement of any *claim* or *circumstance* or in conducting any proceedings for indemnity, contribution or recovery relating to a *claim*. *Defence costs* shall not include any internal or overhead expenses a *member* or that *member's* employees incurs or the cost of the *member's* time or any Value Added Tax insofar as the *member* can recover such VAT from HM Revenue & Customs.

### ***Dental Practitioners***

Dentists who are professionally qualified, and who are, were at the relevant time or ought to be or have been registered with the General Dental Council.

### ***Documents***

Records, books, letters, certificates, forms and documents of any nature whatsoever whether written or printed (other than bank notes, currency notes, negotiable instruments, bearer bonds and coupons) but not including computer data.

### ***Employee***

Any person who is under a contract of employment or apprenticeship with a *member*, or under any work experience or similar scheme, whilst employed or engaged by the *member* and under the *member's* supervision in connection with the *member's* business.

### ***Excess***

Where an *excess* is shown in the *schedule of cover*, any section of this policy or any endorsement attached to the policy, this is the first amount of any claim for which the *member* will be responsible before we make any payment under this *policy*. The *Excess* does not apply to *defence costs*.

### ***Good Samaritan Acts***

The provision of emergency first aid assistance when a *member* or the *member's* employee are is not present in his or her professional capacity, but as a bystander.

### ***Investigation***

Any investigation, inquiry, disciplinary or administrative proceedings or prosecution in a court of criminal jurisdiction relating to *your member's* professional practice.

**Legal Representative**

The solicitor or other appropriately qualified person appointed and approved by *us* to act for *your member* in an *investigation* covered under Section Hof the *policy*.

**Limit of Indemnity**

The most *we* will pay in respect of any *one claim* (including *Defence Costs*).

**Medical Practitioners**

Doctors who are medically qualified, including, but not limited to, consultants, anaesthetists, radiologists, surgeons, pathologists, cardiologists and general practitioners who are, were at the relevant time or ought to be or have been registered with the General Medical Council.

**Member**

*Your members* who have paid a membership subscription and are recorded in *your* membership register as practising *members*, plus the personal representatives of any such member who would otherwise be indemnified under this *policy*.

**One Claim**

All *claims* by one or more claimants arising from or attributable to:

- (a) any one course of *related treatment*; or
- (b) any one act, error or omission, or any series of common or related acts, errors or omissions, or
- (c) any one originating cause.

**Period of Insurance**

The period of insurance specified in the *schedule of cover*.

**Policy**

The insurance *policy* made up of this *policy* document, the *schedule of cover* and the endorsements, if any, contained in or attached to the *schedule of cover*.

**Principal**

Any person by whom a *member* is engaged to provide *professional practice* in the course of that *member's business*

**Product**

Property (other than a vehicle) which has been supplied, manufactured, constructed, erected, sold or distributed by a *member* including any packaging of and instruction leaflets for such property

**Professional Practice**

The provision of treatment, advice and other professional services including but not limited to acting as an expert witness and preparing professional assessments or reports; and the training of others in the provision of such services.

**Property Damage**

Loss of or damage to tangible property, other than a *product*, including any resulting loss of use of such property

**Reasonable Legal Expenses**

Legal costs, related expenses and disbursements reasonably and necessarily incurred by the *legal representative* in an *investigation*. *Reasonable Legal Expenses* shall not include any internal or overhead expenses a *member* or that *member's employees* incur or the cost of the *member's* time or any Value Added Tax insofar as the *member* can recover such VAT from HM Revenue & Customs.

**Related Treatment**

The provision of clinical services to any one person in connection with all injuries, illnesses or symptoms which have a common cause or origin.

**Retroactive Date**

The date stated in the *schedule of cover*. This *policy* does not cover any *claim* or *investigation* relating to any event which occurred before the *retroactive date*.

**Schedule of Cover**

A printed document showing the sections of cover you have chosen, the sums insured and any special terms that apply to *your policy*. *We will issue a new schedule of cover for each new period of insurance which will replace all previous schedules of Cover.*

**Territory**

For the purposes of Section B - Good Samaritan Acts, anywhere in the world. For the purpose of all other applicable sections of the policy, the countries listed in the *schedule of cover*.

**We / Us / Our**

MPS Risk Solutions Limited of Granary Wharf House, Leeds, LS11 5PY which is the insurer named in the *schedule of cover* and which is authorised and regulated by the Financial Services Authority. *We* includes any person appointed by *us* to act on *our* behalf in connection with this *policy*.

**You / Your**

The association, society or corporation named in the *schedule of cover*, which acts on behalf of all its *members*.

**Your Member's Business**

The ordinary course of practice of the professional or occupational activities, listed as Business Activities in the *schedule of cover*, carried on by *your members*, including business conducted for no reward, provided that all fees earned for the business are treated as *your member's* income.

MPS Risk Solutions Limited is an insurance company authorised and regulated by the Financial Services Authority.

MPS Risk Solutions Limited is a wholly owned subsidiary of The Medical Protection Society Limited.

Registered in England No. 5008295, Granary Wharf House, Leeds LS11 5PY.

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