MEDICAL MALPRACTICE

Policy Summary
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This policy is an annually renewable Professional Indemnity insurance, underwritten by Royal & Sun Alliance Insurance plc.

This policy provides protection in respect of civil liability for damages and claimant's costs and expenses incurred in connection with the conduct of your Professional Business. Cover applies to claims first made against you and notified to us during the period of insurance.

The information in the following tables gives a summary of the cover provided. For full terms and conditions of the cover please refer to the policy wording, a copy of which is available on request.

Other Important Information
The Other Important Information section of this Policy Summary explains the following:

- Claims
- Law applicable to the Policy
- Financial or Trade Sanctions
- Complaints
- Compensation
- Renewal Procedure
Table 1 Standard Features and Benefits
The following will automatically be included in your policy:

<table>
<thead>
<tr>
<th>FEATURES AND BENEFITS</th>
<th>SIGNIFICANT EXCLUSIONS OR LIMITATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>\textbf{Professional Indemnity Insurance (General Wording)}</td>
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<tr>
<td>\textbf{Standard Cover:}</td>
<td>\textbf{Claims which should be insured under other types of policies, such as Employers’ Liability Directors’ &amp; Officers’ Liability, Employment Practices Liability and Motor Insurance.}</td>
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<td>\begin{itemize} \item ‘Claims made’ wording, meaning that the policy covers claims first made against you and notified to us during the Period of Insurance. \item Where you notify us during the Period of Insurance of circumstances that might reasonably be expected to produce a claim, we cover a subsequent claim arising from such circumstances as though it were made in the Period of Insurance. \item Protection is given to the Insured named in the Schedule, past and present partners (or members of LLPs), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy. \item Covers civil liability (including liability for claimant’s costs and expenses) incurred in connection with the conduct of Professional Business, including: \begin{itemize} \item Negligent act error or omission \item Libel &amp; Slander \item Unintentional breach of confidentiality \item Legal liability in respect of accidental injury of any person or accidental loss or damage to Property \item Legal liability in respect of the supply of goods or products (including containers, labelling instructions or packaging) sold or supplied or used by the Insured \item Legal liability for claimant’s costs and expenses \item Liability for damage to documents \item Infringement of intellectual property rights \item Adjudication and arbitration awards \item Other types of civil liability, such as contractual liability, unless specifically excluded. \end{itemize} \item Covers Defence Costs incurred with our written consent. \item Cover for ombudsman awards. \item Covers negligence in treatment administered at the scene of a medical emergency, accident or disaster by the Insured. \item Covers negligence in treatment of animals up to £100,000 per claim and up to the Limit of Indemnity specified in the Schedule for all animals. \item Costs of replacing or restoring Documents lost or damaged in transit or in your custody up to a maximum of £100,000 during any Period of Insurance. \item Compensation for attendance at court, mediations or other hearings in connection with a claim at the following daily rates: \begin{itemize} \item any principal, partner, member or director \£500 \item any employee \£250 \end{itemize} \item Access to our helpline offering advice on legal matters, health &amp; safety issues, tax and VAT concerns and also providing stress counselling. \item Claims brought in North America. \item Previous claims or circumstances. \item Spite or reckless behaviour. \item Business risks, such as contracts for supply of goods or services to your business, your insolvency, pension &amp; benefit schemes and trading losses. \item Damage to Documents caused by computer viruses or hacking (procedures must be in place for the security and daily back-up of electronic Documents). \item Any claim or loss where the cause occurred prior to the Retroactive Date (only applicable where a Retroactive Date is specified). \item Claims made by entities in which you have a controlling interest. \item Claims arising out of or related to actual or alleged conduct involving abuse or acts of a sexual nature. \item Beauty treatments (including piercing or tattooing) hairdressing, permanent make-up, semi-permanent make-up or mixing and blending products. \item Claims involving cancer, hepatitis, HTLV III or LAV, breaking of the skin or treatment of the eyes. \item Claims and costs associated with Council for Healthcare Regulatory Reviews or associated appeals. \item Claims where animals are treated without veterinary approval. \item Claims involving defective or unsuitable products and any associated recall. \item Asbestos &amp; nuclear risks, pollution, war &amp; terrorism. \item Adjudications where the adjudicator is not independent and arbitration awards made outside the UK. \item Express guarantees, contractual penalties or liquidated damages which are beyond your liability at common law. \item Libel &amp; slander. \item Infringement of intellectual property rights. \item Bodily Injury or Property Damage unless arising out of advice design treatment specification or omission to perform a professional duty. \item Legal liability in respect of accidental injury of any person or accidental loss or damage to Property. \item Legal liability in respect of the supply of goods or products (including containers, labelling instructions or packaging) sold or supplied or used by the Insured. \item Legal liability for claimant’s costs and expenses. \item Liability for damage to documents. \item Infringement of intellectual property rights. \item Adjudication and arbitration awards. \item Fines, penalties and punitive damages. \item Claims relating to defective or unsuitable products and any associated recall. \item Asbestos &amp; 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**Table 2 General Conditions**
The following apply to the Policy as a whole. For full details of these and other exclusions and limits please read your Policy Wording/Schedule.

**CONDITIONS**
- The Insurer’s acceptance of this risk is based on the information presented to the Insurer being a fair presentation of the Insured’s business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance.
- Claims or circumstances which might reasonably be expected to produce a claim must be notified to us in writing as soon as reasonably possible and no later than ten working days after expiry of the Period of Insurance.
- Adjudications must be notified within two working days. Failure to comply with this Condition will result in the claim being rejected.
- You must notify us within ten working days if you become aware that an ombudsman is reviewing a case connected with your Professional Business. Failure to comply with this Condition will result in the claim being rejected.
- Where you choose to pay your premium by instalments we reserve the right to terminate the Policy if there is a default in payments.
- You maintain accurate and descriptive records of all Professional Business for at least 6 years.

**INSURED’S CONTRIBUTION AND LIMITS**
- The Limit of Indemnity for Civil Liability is specified in the Schedule usually and applies on an “aggregate” basis in the Period of Insurance and is inclusive of Defence Costs. (Any variation from the standard basis will be clearly stated in your quotation or Policy Schedule.)
- Your policy may be subject to an Insured’s Contribution, which is the amount you must contribute towards settlement of a claim (including Defence Costs). This will be shown in your policy schedule.
Other important information

Claims
Should you wish to make a claim under your policy please call our claims helpline on 01403 232 308 as soon as possible. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy wording.

Law applicable to the Policy
Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you are based. Full details will be provided in your policy wording.

Financial or Trade Sanctions
Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy wording.

Complaints
If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are:

RSA
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

If they cannot resolve the matter to your satisfaction, they will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service. This does not affect your right to take legal action. They can be contacted at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Compensation
Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Renewal Procedure
Prior to expiry of the Period of Insurance each year we may request that you complete a renewal declaration form.

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by you. Renewal will not be invited unless a satisfactory declaration is received by us when requested prior to expiry of the Period of Insurance. Failure to submit a renewal declaration form prior to expiry of the Period of Insurance will cause the Policy to be lapsed from the expiry date.