



# MEDICAL MALPRACTICE

Policy Summary

# Medical Malpractice

## Policy Summary

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 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.

If they cannot resolve the matter to your satisfaction, they will provide you with our final response, upon which you may be eligible to refer your case to the Financial Ombudsman Service. This does not affect your right to take legal action.

RSA	Financial Ombudsman Service
Customer Relations Team P O Box 255 Wymondham NR18 8DP	Exchange Tower 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 and cancellation

Shortly before each policy anniversary, we will tell you the premium and terms and conditions that will apply for the following year or we may request that you complete a renewal declaration form. If you wish to change or cancel the cover you must tell us before the renewal date.

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.

If you pay by direct debit and we do not request a renewal declaration form, we will renew the policy and continue to collect payments unless you tell us, before the renewal date, that you wish to cancel the policy. If you pay by any other method, you must submit a further payment if you wish to renew the policy.

