

MEDICAL MALPRACTICE INSURANCE

Policy

Additional Benefits

Choosing an RSA policy means that you also benefit from a number of additional services that we provide free of charge. Our advice-lines will put you in touch with highly qualified experts who can offer information and assistance on a number of issues and there is no limit to the number of times you can call.

A. Legal Assistance

A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

B. Health & Safety

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

C. Tax Advice

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE,VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

D. Stress Counselling

Stress affects most principals or business owners at some point in their working lives. Our stress counselling service will help you deal with stress at work by addressing minor problems before they become major crises. Confidentiality is of the utmost importance, and our counsellors are qualified and experienced in assessing problems quickly so they can provide immediate therapy. This service is restricted to Insured firms with up to 10 principals, Partners, Director or Members.

The advice-line number is 0345 078 3863

Please quote reference: 72741

Advice lines are intended for business use only and are a service provided to sole practitioners, Directors, Partners and Members of the Insured. Employees do not qualify to use this service.

This page should be read in conjunction with the rest of your policy documents.

Guidance when making a claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements contained in the policy

Directions for claim notification are included in the Claims Conditions. Please be aware that claims and circumstances that might reasonably be expected to produce a claim against you must be notified to us as soon as reasonably possible. Further guidance is contained in the policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your telephone number
- Policy number
- The date when you became aware of the claim or circumstances
- The cause of the claim
- Details of the claim together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the claim.

This information will enable us to make an initial evaluation of the claim. We may, however, need to request additional information.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Initially a notification of any claim, or any circumstances which might reasonably be expected to produce a claim, should be sent to

Email: profin.claims@uk.rsagroup.com

Tel: 01403 232 308

For your protection, telephone calls may be recorded or monitored.



THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS THE INSURED'S REQUIREMENTS. IF IT DOES NOT MEET THE INSURED'S REQUIREMENTS THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.

ANY FACTS WHICH THE INSURER HAS TAKEN INTO ACCOUNT IN THE ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE, AND ANY SUBSEQUENT CHANGES TO THOSE FACTS, NEED TO BE DECLARED. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF THERE ARE ANY DOUBTS AS TO WHETHER A FACT IS MATERIAL OR NOT, THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.

Royal & Sun Alliance Insurance plc (herein called the Insurer) and the Insured agree that the Policy the Schedule (including any Schedule issued in substitution) and any Endorsements shall be considered one Document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

The Insured shall ensure that the Proposal and any other information supplied to the Insurer by or on behalf of the Insured contains such information as is necessary to enable the Insurer to properly assess both the risk to be insured under this Policy and the amount of premium to be charged for that insurance cover.

The Insurer will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium

Contents

	Page No
Insurance Clauses	6
Limits of Indemnity	7
Exclusions	7
General Conditions	9
Claims Conditions	10
Renewal Procedure	10
Definitions	10
Interpretation	12
Complaints Procedure	13
Fair Processing Notice	14

Medical Malpractice Insurance

Terms and conditions

THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED (AND, IN RELATION TO INSURANCE CLAUSE 3, LOSS OR DAMAGE OCCURRING) AND NOTIFIED TO THE INSURER DURING THE PERIOD OF INSURANCE. PLEASE READ THE POLICY WORDING CAREFULLY.

Insurance Clauses

I Civil Liability

The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of

A) Claims first made against the Insured and notified to the Insurer during the Period of Insurance in respect of

civil liability including but not limited to:

- negligent act error or omission
- libel and slander
- unintentional breach of confidentiality
- legal liability in respect of accidental Injury of any person or accidental loss of or damage to Property
- legal liability in respect of the supply of goods or products (including containers labelling instructions or packaging) sold supplied or used by the Insured
- legal liability for claimant's costs and expenses
- any other civil liability which is not excluded

incurred in connection with the conduct of Professional Business

B) Defence Costs incurred by the Insurer or by the Insured with the Insurer's written consent

This insurance clause shall not apply to the treatment of animals

2 Awards by Ombudsmen

The Insurer will indemnify the Insured in accordance with the recommendation of any ombudsman under any recognised ombudsman scheme in respect of

- A) any amount paid or payable
- B) any Defence Costs incurred in taking any steps which the Insured is directed to take by the ombudsman in relation to a claimant

to the same extent as the Insurer is obliged to indemnify the Insured in respect of any civil liability covered under Insurance Clause I (Civil Liability)

3 Loss of or Damage to Documents

The Insurer will in the event of loss of or damage to Documents occurring in the conduct of the Professional Business and advised

to the Insurer during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of $\pm 100,000$ during the Period of Insurance

Provided that

- A) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them
- B) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Insurer that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- C) the Insurer shall not be liable for loss of or damage to Documents arising directly or indirectly from
 - 1) the transmission or impact of any Virus
 - 2) unauthorised access to a System

4 Compensation for Court Attendance

In the event of

- A) the legal advisers acting on behalf of the Insured with the consent of the Insurer requiring any principal partner Member director or Employee of the Insured to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
- B) the Insurer requesting the attendance of any principal partner Member director or Employee as an interested party at any mediation

in connection with a Claim made against the Insured and notified under this Insurance the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

A) Any principal partner Member or director of the Insured

£500

B) Any Employee

£250

Good Samaritans Act

The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of Claims first made against the Insured and notified to the Insurer during the Period of Insurance in respect of

A) negligence in the treatment administered at the scene of a medical emergency accident or disaster by the Insured who is present either by chance or in response to an SOS call

B) Defence Costs incurred by the Insurer or by the Insured with the Insurer's written consent in connection with Claims made under insurance clause 5A (Good Samaritans Act)

6 Treatment of Animals

Notwithstanding Exclusion 30 (Treatment of Animals) the Insurer will indemnify the Insured up to a maximum of £100,000 per animal and up to the Limit of Indemnity specified in the Schedule for all animals in respect of Claims first made against the Insured and notified to the Insurer during the Period of Insurance in respect of

- A) legal liability for negligence in the treatment of animals incurred in connection with the conduct of Professional Business
- B) Defence Costs incurred by the Insurer or by the Insured with the Insurer's written consent in connection with Claims made under insurance clause 6A (Treatment of Animals)

Provided that

- i) prior to commencement the treatment has been approved by a veterinary surgeon in accordance with current laws
- ii) no indemnity shall be provided for the treatment of Bloodstock

Limits of Indemnity

- I The liability of the Insurer shall not exceed the Limit of Indemnity specified in the Schedule
- Where the Insurer is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Insurance shall not exceed the Limit of Indemnity
- 3 All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

Exclusions

The Insurer shall not be liable in respect of

I Abuse and Sexual Conduct

any Claim arising out of or related to actual or alleged conduct involving Abuse or acts of a sexual nature (even if consensual) including but not limited to sexual relations contact intimacy exploitation harassment or assault inappropriate use of images or spoken or written words inducement coercion into sexual activity sexual or any actual attempted or alleged improper relationship whether or not sexual or consensual

2 Beauty Treatment

any Claim arising out of or relating to:

- i) beauty treatment (including piercing or tattooing) on a minor
- ii) hairdressing
- iii) permanent make-up
- iv) semi permanent make-up

 mixing and blending of products in the course of treatments which are not used in accordance with the manufacturer's instructions

3 Adjudication and Arbitration

any Claim arising out of or related to any

- A) decision made against the Insured by an adjudicator who was not independent of the parties to the dispute
- B) arbitration award made in respect of any Claim or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the Insurer

4 Asbestos Risks

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks

5 Bodily Injury to Employees

any liability arising out of Bodily Injury to an Employee arising out of and in the course of his employment for or on behalf of the Insured

6 Bodily Injury to Others or Damage to Property

any liability arising out of Bodily Injury to any other person or loss of or damage to Property unless arising out of advice design treatment specification or omission to perform a professional duty

7 Breaking of the Skin

any Claim arising out of or related to treatment which involves breaking the skin

8 Cancer

any Claim arising out of or related to cancer

9 Contractual Liabilities and Guarantees

any Claim arising from any contractual agreement in respect of

- A) any express guarantee given by the Insured or
- B) any express contractual penalty made between the Insured and a third party or
- C) any acceptance by the Insured of liability for liquidated damages

in so far as liability assumed by the Insured exceeds the amount of the Insured's liability in the absence of such agreement

10 Controlling Interest

any Claim made against the Insured by

- any entity in which the Insured or any partner Member or director or any combination of partners Members or directors of the Insured exercises or has exercised a controlling interest
- B) any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured

unless such Claim emanates from an independent third party

11 Directors' and Officers' Liability

any Claim against any Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

12 Disease

any Claim arising out of or related to any hepatitis or any condition directly or indirectly caused by or associated with human t-cell lymphotropic virus type III (HTLV III) or lymphadenopathy associated virus (LAV) or the mutants derivatives or variations thereof or in any way related to acquired immune deficiency syndrome or any syndrome or condition of a similar kind

13 Dishonesty

any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person

Furthermore no indemnity shall be given to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature

14 Employment

any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct

15 Fines Penalties and Punitive Damages etc.

any fines penalties punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award

16 Goods and Services

any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Insured of goods or services

17 Insolvency of the Insured

any Claim arising out of or relating to the insolvency or bankruptcy of the Insured $\,$

Provided that this Exclusion shall not apply to any Claim

- A) in respect of monies held on behalf of third parties or
- B) for which the Insured would otherwise be indemnified by this Insurance but for the insolvency or bankruptcy of the Insured

18 Insured's Contribution

the Insured's Contribution

9 North American Jurisdiction and Operations

 damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim

- B) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- C) the operations of the Insured or any principal partner Member director Employee agent branch subsidiary or parent company of the Insured in North America

20 Nuclear

loss or destruction of or damage to any property whatsoever or any loss or expense of whatsoever nature resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

21 Pension and Benefit Schemes

any Claim arising from any plan programme or scheme providing benefits to the Insured or any Employees

22 Pollution

any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind

23 Previous Claims or Circumstances

- A) the consequence of any circumstance
 - notified under any insurance which was in force prior to the inception of this Insurance
 - known to the Insured or which should have been known to the Insured at the inception of this Insurance which might reasonably be expected to produce a Claim
- B) any Claim made against the Insured prior to the Period of Insurance

24 Product Defects and Recall

any Claim

- A) in respect of loss of or damage to any
 - 1) product supplied by the Insured
 - 2) contract work executed by the Insured

caused by any defect therein or the unsuitability thereof for its intended purpose

- B) for the costs of recall removal repair alteration replacement or reinstatement of any
 - 1) product supplied by the Insured
 - 2) contract work executed by the Insured

necessitated by any defect therein or the unsuitability thereof for its intended purpose

25 Regulatory Review and Appeals

any Claim arising out of or related to any

- Council for Healthcare Regulatory Excellence Review or any decision consequent to this
- costs of any appeal against any judgment following a hearing by a regulatory body

26 Retroactive Date

any claim or loss otherwise eligible for indemnity under this Insurance where the cause of such Claim or loss occurred or was alleged to have occurred prior to any Retroactive Date specified in the Schedule

27 Spite or Reckless Behaviour

any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour

28 Trading Losses

any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured or any business managed by or carried on by the Insured

29 Transportation or Property

the ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured

30 Treatment of Animals

any Claim arising out of or related to the treatment of animals

31 Treatment of Eyes

any Claim arising out of or related to treatment of eyes

32 Unlawful Detention

any Claim arising out of or related to unlawful detention in breach of the Mental Health Act 1983 the Human Rights Act 1998 or similar or successor legislation

33 War and Terrorism

any Claim arising directly or indirectly out of War Risks or Terrorism

General Conditions

I Other Insurance

If at the time any claim arises under this Insurance the Insured is or would but for the existence of this Insurance be entitled to indemnity under any other Insurance or Insurances the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other Insurance or Insurances had this Insurance not been effected

2 Choice of Law

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws

Unless the parties agree otherwise in writing the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

3 Rights of Third Parties

A person who is not a party to this Insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act

4 Consumer Credit Termination Clause

The Insurer reserves the right to terminate the Insurance in the event that there is a default in instalment payments under any linked loan agreement

5 Financial or Trade Sanctions

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Insurance if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Period of Insurance the Insured or the Insurer may cancel that part of this Insurance which is prohibited or restricted with immediate effect by giving written notice to the other party at their last known registered address

After such cancellation the Insurer shall subject to any applicable minimum premium payment requirements refund a proportionate amount of the premium for the unexpired Period of Insurance provided that

- A) no circumstances that might reasonably be expected to produce a claim under the Insurance have been notified to the Insurer by the Insured and
- B) no claims have been paid by the Insurer or have been notified by the Insured and are outstanding

prior to the date on which such prohibition or restriction took effect

6 Maintenance of Records

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Insurance unless the Insured at all times:

- A) maintain accurate descriptive records of all Professional Business rendered which shall be available for inspection and used by the Insurer or their duly appointed representatives in so far as they pertain to any claim hereunder:
- B) Retain all records relating to Professional Business for at least six years

Claims Conditions

I Claims Notification

If during the Period of Insurance the Insured receives any Claim the Insured shall give written notice of such Claim to the Insurer as soon as reasonably possible All Claims must be notified to the Insurer prior to the expiry of the Period of Insurance

If during the Period of Insurance the Insured becomes aware of any circumstance which might reasonably be expected to produce a Claim against the Insured the Insured shall give written notice of such circumstance to the Insurer as soon as reasonably possible irrespective of either the Insured's views as to whether such Claim will succeed or as to whether the amount of the Claim will exceed the Insured's Contribution All circumstances must be notified to the Insurer prior to the expiry of the Period of Insurance Any Claim arising from any circumstance notified to the Insurer in accordance with this Condition shall be deemed to have been made in the Period of Insurance

2 Notification of Adjudications

The Insured shall as a condition precedent to its right to indemnity in respect of any adjudication for which indemnity is available under Insurance Clause I (Civil Liability)

- A) notify the Insurer within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract
- B) not serve any of the notices referred to in Claims Condition 2A) without the prior written consent of the Insurer unless in the Insured's reasonable opinion service of those notices will not give rise to a Claim against the Insured

The Insurer will have no liability under Insurance Clause I in respect of any matter which the Insured does not notify to the Insurer in accordance with the requirements of this Condition

3 Notification of Reviews by an Ombudsman

The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 2 (Awards by Ombudsmen) give notice to the Insurer in writing within ten working days of it becoming aware that any ombudsman is or will be reviewing a case directly affecting the Insured

The Insurer will have no liability under Insurance Clause 2 in respect of any matter which the Insured does not notify to the Insurer in accordance with the requirements of this Condition

4 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Insurer immediately on receipt. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer

5 Conduct of Claims

The Insured shall give all such assistance as the Insurer may require The Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute or bring proceedings in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim

6 Queen's Counsel Clause

The Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Insurer a similar authority) shall advise that such proceedings could be contested with the probability of success

7 Disposal of Claims

In connection with any Claims against the Insured the Insurer may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid during the Period of Insurance) or any less amount for which such Claims can be settled and thereupon the Insurer shall relinquish the control of such Claims and be under no further liability in connection therewith

8 Dishonesty and Fraud

In respect of any claim made in accordance with this Insurance arising out of any dishonest or fraudulent act or omission

- A) the Insured must immediately take all reasonable steps to prevent further loss
- B) if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person
- any monies recovered following action as described in 8B) above will be deducted from any amount payable under this Insurance

Renewal Procedure

Prior to expiry of the Period of Insurance each year the Insurer may request the Insured to 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 the Insured

Renewal will not be invited unless a satisfactory declaration is received by the Insurer 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 this Insurance to be lapsed from the expiry date

Definitions

For the purposes of Professional Indemnity Insurance

I Abuse means

- A) acts of hurting or injuring mentally or physically by maltreatment or ill-use or
- B) acts of forcing sexual activity rape or molestation or
- C) repeated or continuing contemptuous coarse or insulting words or behaviours

Agency Worker means 2

any person supplied by a temporary work agency working temporarily for and under the direction and supervision of the Insured or the Predecessors

3 Asbestos Risks means

- the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- B) the release of Asbestos Dust
- the exposure of persons buildings or property to Asbestos C) Dust or Asbestos Containing Materials

Asbestos means

crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Dust means

fibres or particles of Asbestos

Asbestos Containing Materials means

any material containing Asbestos or Asbestos Dust

Bloodstock means

horses which are

- A) entered or eligible for entry in the general stud book kept by Weatherby and Sons or
- B) entered in Prior's H.B. stud book or
- registered with Weatherby and Sons for the purpose of C) racing under Jockey Club or National Hunt Rules or
- registered with a recognised turf authority which is the authority responsible for controlling horse racing in the country concerned

8 **Bodily Injury** means

death disease illness or bodily or mental injury

Claim means

- service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
- B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
- a written communication including electronic communications C) (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or
- D) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules

10 Data means

information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Defence Costs means

all costs and expenses (other than costs incurred in connection with Claims Condition 8B) Dishonesty and Fraud) which are incurred by the Insurer or by the Insured with the Insurer's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and notified under this Insurance and in connection with any circumstances which might give rise to a Claim

The Insurer shall not unreasonably withhold its consent to the incurring of Defence Costs

12 **Documents** means

all

- documents (excluding bearer bonds coupons bank or A) currency notes or other negotiable instruments)
- B) computer systems records

the property of the Insured or for which the Insured is responsible

13 **Employee** means

- any person including any trainee or consultant under a contract of service with the Insured or the Predecessors
- any Agency Worker

in respect of the Professional Business at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Insurance

Endorsement means

an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule

Injury means

bodily injury mental injury death disease illness wrongful arrest or false imprisonment

16 **Insurance** means

this contract of insurance (the Policy)

17 The Insured means

the Insured as named in the Schedule Each of the following parties will in addition be deemed the Insured in respect of Claims arising out of the conduct of the Professional Business provided that each shall be subject to the terms of this Insurance to the extent such terms can apply

- any partner director or Member or former partner director or Member of the Insured or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such partner director or Member or former partner director or Member
- at the Insured's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such Employee

18 Insured's Contribution means

the amount for which the Insured is responsible under Insurance Clauses I (Civil Liability) 2 (Awards by Ombudsmen) 5 (Good Samaritans Act) and 6 (Treatment of Animals) of this Insurance in respect of any one Claim or loss

Provided that

- where there is more than one claimant in respect of any one Claim the Insured's Contribution shall apply in respect of each and every claimant
- where one claimant brings a Claim based on a number of individual treatments or products or individual claimants the Insured's Contribution shall apply in respect of each and every individual treatment or product or individual claimant

19 Insurer means

Royal & Sun Alliance Insurance plc (No 93792) St Mark's Court Chart Way Horsham West Sussex RH12 TXL

20 Member means

a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000

21 Microchip means

a unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers

22 North America means

the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof

23 North American Claim means

each and every Claim brought against the Insured in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in North America should apply

24 Predecessors means

any person practice or other firm to which the Insured has succeeded

25 Professional Business means

professional services undertaken by or on behalf of the Insured or the Predecessors in connection with the Business defined in the Schedule

26 Property means

material property but shall not include Data

27 Proposal means

the proposal form or Statement of Fact and any declaration completed in respect of this Insurance including any renewal declaration and any information supplied by or on behalf of the Insured in addition to or in substitution for these documents

28 Statement of Fact means

the document which provides details of

- the Insured and all material information relevant to this Insurance
- B) assumptions made by the Insurer about material information

If this information or these assumptions are incorrect the Insured must inform the Insurer as soon as possible

29 System includes

computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

30 Terrorism means

an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government whether legally established or not

31 Virus means

programming code or series of instructions designed to achieve an unexpected unauthorised or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

32 War Risks means

war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Interpretation

In this Insurance

- I the singular includes the plural and vice versa
- 2 the male gender includes the female and neutral genders
- 3 references to any Act or law include any rule order regulation or other similar instrument made thereunder and shall include any amendment replacement consolidation or re-enactment of such Act or law
- any legal references within this Insurance shall include any equivalent legal provision in the jurisdiction of ordinary residence of the Insured or location of the risk insured provided that such jurisdiction falls within the territorial scope of this Insurance
- 5 the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation
- any sentence commencing with the terms "including" or "includes" or any similar expression is intended to be construed as illustrative and not as exhaustive

Complaints Procedure

Our commitment to customer service

At RSA we are committed to going the extra mile for our customers. 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. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step I

If your complaint relates to your policy then please contact the professional & financial risks team in the office which issued your Policy. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

In the unlikely event that your concerns have not been resolved within this time, 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 as follows:

Customer Relations Team P O Box 255 Wymondham NR 18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London E14 9SR

Telephone: 0800 0234567 (free from standard landline, mobiles may be charged)

0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

Fair Processing Notice

How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks:
- Recover debt:
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA

Royal & Sun Alliance Insurance plc (No. 93792).
Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex RH12 IXL.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

UKC04548A April 2015