

**Appendix No. 5**

**MASTER POLICY WORDING**

**(In respect of Sections 1, 6, 8, 9 & 10 only)**

***Please see attached***

## CONTENTS AND INDEX

<u>Clause no.</u>	<u>Title</u>	<u>Description</u>	<u>Page</u>
-	Contents and Index		
-	Introduction	Information about the documents that make up <b>Your Policy</b>	
-	Information <b>You</b> have given <b>Us</b>	Information about <b>Your</b> duty of 'fair presentation' when purchasing or varying this <b>Policy</b>	
1	<b>Insured Event A – Professional Indemnity</b>	Sets out the scope of <b>Your</b> professional indemnity cover	
2	<b>Insured Event B – Third Party (Public Liability)</b>	Sets out the scope of <b>Your</b> Public Liability cover	
3	<b>Insured Event C – Criminal Prosecution and Civil Proceedings</b>	Sets out the scope of <b>Your</b> cover in respect of certain criminal or civil proceedings against <b>You</b>	
4	<b>Insured Event D – Employment Disputes</b>	Sets out the scope of <b>Your</b> cover in respect of employment disputes <b>You</b> have cause to bring against <b>Your</b> employer.	
5	<b>Insured Event E – Professional Disciplinary Episodes</b>	Sets out the scope of <b>Your</b> cover in respect of regulatory or disciplinary proceedings brought against <b>You</b>	
6	Exclusions	Sets out exclusions from the scope of <b>Your</b> cover applying to the whole <b>Policy</b>	
7	Conditions	Sets out the conditions that <b>You</b> must comply with, including the conditions precedent to the right to be indemnified under this <b>Policy</b> .	
8	Complaints	Sets out how <b>You</b> can make a complaint about <b>Us</b> .	
9	Dispute Resolution	Sets out how disputes between <b>You</b> and <b>Us</b> relating to this <b>Policy</b> will be resolved.	
10	FSCS	Sets out <b>Your</b> potential entitlement to compensation from the FSCS.	
11	Definitions	Sets out the definitions that apply to the whole <b>Policy</b> .	

## INTRODUCTION

Thank **You** for choosing **Us** for **Your** insurance.

This **Policy** wording, the **Certificate** and any **Endorsements** should be read as if they were one document and, together, they represent the contract between **You** and **Us**. They set out what is and what is not covered, are legal documents and should be kept in a safe place.

The **Certificate** sets out each of the **Insured Events** that apply to **Your Policy** and only those **Insured Events** that appear on **Your Certificate** form part of this **Policy**.

Please check that this **Policy** (including the **Certificate** and any **Endorsements** added at any time) meets **Your** needs and that **You** understand them. If **You** have any questions about this **Policy**, or if you consider that they do not meet **Your** needs, please contact **Your** broker or agent who will be pleased to help **You**.

In return for payment of the **Premium** shown in the **Certificate**, **We** agree to insure **You**, in the manner and to the extent provided in this **Policy** during the **Period of Insurance**, subject to its terms and conditions.

Some of the clauses in the **Policy** are described as conditions precedent to the right to be indemnified. If you fail to follow these requirements then **We** may have the right to reject your request for indemnity.

Where **Our** consent or permission is required in respect of a **Claim**, this will be communicated by the **Sub-Agent** on **Our** behalf. In certain circumstances the **Sub-Agent** may hold authority to grant consent or permission on **Our** behalf under the terms of their Binding Authority Agreement with **Us**.

**Your** Policy is administered by Mission UK Series 3 Limited t/as Altea and Underwritten by **Accelerant Insurance UK Limited**

**Altea** is a trading name of Mission UK Series 3 Limited. Registered address: One Fleet Place, London, EC4M 7WS (Company No. (14550872). Mission UK Series 3 Limited is an Appointed Representative of Mission Underwriting UK Limited which is authorised and regulated by the Financial Conduct Authority (FRN: 314946).

**Accelerant Insurance UK Limited** is registered in England and Wales with company number 03326800 and has its registered office at One Fleet Place, London, England, EC4M 7WS.

**Accelerant Insurance UK Limited** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 207658).

## INFORMATION YOU HAVE GIVEN US

In deciding to accept **You** as an **Insured** for this insurance and in setting (or at any time varying) the terms and **Premium**, **We** have relied on the information **You** have given **Us**.

**You** have a duty to inform **Us** of all material information that **You** know or ought to know. Anyone else responsible for **Your** insurance arrangements also has a duty to inform **Us** of every material information that they know or ought to know. All such material information should be provided in a way that is reasonably clear and accessible to **Us**. **You** also have a duty to answer any questions **We** have asked **You** accurately and to ensure that any information **You** do provide is correct. Information or a representation is 'material' if it would influence **Our** judgement in determining whether to take the risk insured by this **Policy** and if so on what terms and for what **Premium**.

If **We** establish that **You** deliberately or recklessly provided **Us** with incorrect information **We** have the right to treat this insurance as if it never existed, decline indemnity in respect of all **Claims**, and retain the **Premium**. A breach will be deliberate if **You** know that **You** are in breach of this duty. It will be reckless if **You** do not care whether **You** are in breach of this duty.

If **You** have been in breach of **Your** duty to provide us with complete and accurate information, but **Your** breach was not deliberate or reckless, **We** are entitled to do any of the following, in our discretion:

- treat this insurance as if it had never existed and refuse to indemnify you in relation to any **Claims** and return the **Premium** paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered; or
- amend the terms of **Your** insurance. **We** will then apply these amended terms as if they were already in place at the time the **Policy** started; and/or
- reduce the amount **We** pay on a **Claim** in the proportion the **Premium You** have paid bears to the **Premium We** would have charged **You**; and/or
- cancel the **Policy** in accordance with the cancellation condition detailed in this document.

**We** or **Your** insurance broker or agent will write to **You** if **We** intend to exercise **Our** rights to these remedies.

## 1. Insured Event A: PROFESSIONAL INDEMNITY.

This part of **Your Policy** provides liability cover on a "claims made" basis. This means that **We** cover **You** for **Claims** which are first made against **You** and that **You** tell **Us** about during the **Period of Insurance**.

For the purposes of **Insured Event A**, "**Claim**" means any demand from someone else against **You**, or an assertion of a right against **You**, alleging a **Wrongful Act**, which is communicated to **You**. This includes (but is not limited to) a demand for or an assertion of a right to compensation.

### What will **We** cover **You** for?

- 1.1 **We** will provide cover for all sums which **You** become legally liable to pay as compensatory damages (including interest, claimant's costs and payments to the CRU) as the result of any **Claim** first made against **You** during the **Period of Insurance** resulting from any **Wrongful Act** committed by **You** whilst **You** are performing any of the usual duties of a registered pharmacy professional, either as an employee or as a self-employed individual. Such duties include services or contractual obligations undertaken by **You** to a patient or customer in the course of **Your Activities** or in the provision of **Good Samaritan Acts**. In addition:
- 1.1(a) **We** will indemnify **You** for **Claims** for defamation, libel or slander when this is caused by words written or spoken by **You** in the course of **Your Activities**, provided that the defamation, libel or slander was not **Malicious**.
- 1.1(b) **We** will indemnify **You** for **Claims** made against **You** that have arisen from any breach or alleged breach, during the course of **Your Activities**, of **Your** duty of confidentiality, including an infringement or violation of any right to privacy including a breach of any privacy policy that **You** were required to comply with.
- 1.1(c) For Business consultant policies and Business consultant extensions only, **We** will indemnify **You** for **Claims** made against **You** that have arisen from financial loss to third parties who commissioned your services caused by a **Wrongful Act** committed by **You** in the course of **Your Activities**.
- 1.2 Professional Indemnity **Defence Costs and Expenses**

**We** will also, inclusive within the **Aggregate Limit of Indemnity** for **Insured Events** 1.1, 1.1a and 1.1b above, as specified in the **Certificate**, indemnify **You** against **Defence Costs and Expenses** incurred with **Our** and the **Sub-Agent's** prior written consent in the defence, handling or settlement of any **Claim** covered under **Insured Events** 1.1, 1.1a or 1.1b above.

For the purposes of clarification, if **You** seek indemnity in respect of **Claims** and/or for **Defence Costs and Expenses** in respect of a matter which falls to be dealt with, or which triggers any coverage or payment, under **Insured Events** B, C, D and E below, then those **Defence Costs and Expenses** are not covered under **Insured Event A**.

### What are the limits of this **Insured Event**?

For any one **Claim** covered under this **Insured Event**, the maximum amount **We** will pay to indemnify **You** for liabilities and **Your Defence Costs and Expenses** together is the **Limit of**

**Indemnity** for this **Insured Event** specified in the **Certificate**, subject always to the **Annual Aggregate Limit of Indemnity for Insured Events A-E**.

1.3 **You will only be indemnified under this Insured Event if:**

- 1.3.1 The **Claim** was made during the **Period of Insurance** and **You** have complied with **Your** obligations to inform the **Sub-Agent** of the **Claim** or **Circumstance** under condition 7.2; and
- 1.3.2 The **Wrongful Act**, cause or incident giving rise to the **Claim** or **Circumstance** took place on or after the **Retroactive Date** and was reported to the **Sub-Agent** during the **Period of Insurance** in accordance with condition 7.2; and
- 1.3.3 The **Claim** was commenced within the **Territorial Limit**; and
- 1.3.4 None of the **exclusions** in Section 6 of this **Policy** apply; and
- 1.3.5 **You** comply strictly with the conditions in Section 7 of this **Policy**.

## 2. Insured Event B: THIRD PARTY (PUBLIC LIABILITY)

This section provides liability coverage on a "claims made" basis. This means that **We** cover **You** for **Claims** which are first made against **You** and that **You** tell **Us** about during the **Period of Insurance**.

In respect of **Insured Event B**, "**Claim**" means the following:

- a) **Your** receipt of any oral or written assertion, allegation, suggestion or intimation that **You** have or may have failed to comply with **Your** legal duties or responsibilities, whether by act or omission, and/or
- b) **Your** receipt of any oral or written assertion, allegation, suggestion or intimation that **You** have or may become liable to pay compensation, damages, interest, legal costs, expenses or refund **Your** fees, and /or
- c) **Your** receipt of any oral or written assertion, allegation, suggestion or intimation that **You** have or may become liable to provide any form of non-financial redress, and/or
- d) **Your** receipt of any letter or communication expressed to be in accordance with the pre- action protocol, or receipt of any claim form, particulars of claim or other court proceedings or applications

in relation to actual or alleged physical or mental injury, disease or death of a visitor to **Your Premises**, or in relation to alleged loss of or damage to the property of a visitor to **Your Premises**.

### What will **We** cover **You** for?

2.1 **We** will indemnify **You** against **Your** legal liability to pay compensatory damages (including interest, claimant's costs and payments to the CRU) as a result of any **Claim** first made against **You** during the **Period of Insurance** resulting from accidental **Injury** and/or **Damage** arising in connection with **Your Activities** and within the **Territorial Limit**. **We** will also agree to provide indemnity at **Your** request, within the scope of this Insured Event B, to:

2.1.1 the representatives of **Your** estate in the event of **Your** death.

2.1.2 Indemnity to Principal - Where any contract or agreement entered into by **You** for the performance of work so requires, **We** will indemnify the principal in like manner to **You** in respect of the principal's liability arising from the performance of the work by **You**.

### Third Party (Public Liability) Defence Costs and Expenses

2.2 **We** will also, inclusive within the **Aggregate Limit of Indemnity** for **Insured Events** 2.1- 2.1.2 above, as specified in the **Certificate**, indemnify **You** against **Defence Costs and Expenses** incurred with **Our** and the **Sub-Agent's** prior written consent in the defence, handling or settlement of any **Claim** covered under **Insured Event B** above.

For the purposes of clarification, if **You** seek indemnity in respect of **Claims** and/or for **Defence Costs and Expenses** in respect of a matter which falls to be dealt with, or which triggers any

coverage or payment, under **Insured Events A, C, D and E** below, then those **Defence Costs and Expenses** are not covered under **Insured Event B**.

Third Party (Public Liability) Extensions to cover

2.3 Motor contingent Liability Extension

**We** will indemnify **You** in respect of **Injury** or **Damage** arising out of the use of any motor vehicle owned by **You** and being used in the course of **Your Activities**. Provided always that no indemnity is provided by this Extension:

- (i) in respect of **Injury** to any person being carried by motor cycle
- (ii) for loss or **Damage** to any vehicle and/or contents within such vehicle
- (iii) For **Injury** or **Damage** arising while such vehicle is being driven
- (iv) If such vehicle is more specifically insured
- (v) If such vehicle is being used outside of the **Territorial Limit**

What are the limits of this Insured Event?

2.4 For any one **Claim** covered under this **Insured Event**, the maximum amount **We** will pay to indemnify **You** for liabilities and **Your Defence Costs and Expenses** together is the **Limit of Indemnity** for this **Insured Event** specified in the **Certificate**, subject always to the **Annual Aggregate Limit of Indemnity for Insured Events A-E**.

2.5 This **Insured Event** does not provide cover under 2.1 to 2.2 above in respect of:

- 2.5.1 any **Claim** made in respect of damage to property owned, leased to, hired by, under hire purchase, on loan to or held in trust by **You** or otherwise in **Your** care custody or control other than clothing and personal effects of visitors; and
- 2.5.2 any **Claim** relating to breaches or alleged breaches of any laws relating to motor vehicles or motoring, except where indemnity is provided by the extension under this **Insured Event** at clause 2.3 above; and
- 2.5.3 any liability arising from or in any way relating to asbestos or asbestos fibres including but not limited to **Injury** or **Damage** caused by or in any way connected with asbestos or asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres or the costs of removing, nullifying or cleaning up asbestos fibres or any commodity article or thing containing asbestos or asbestos fibres; and
- 2.5.4 any **Claim** made in respect of **Injury** or **Damage** arising out of or in connection with any **Product**; and
- 2.5.5 any **Claim** arising out of any alleged **Wrongful Act**, error or omission in the course of the practice of **Your Activities**; and
- 2.5.6 any **Claim** relating to the Defective Premises Act 1972



2.6 You will only be covered under this Insured Event if:

- 2.6.1 The **Claim** was made during the **Period of Insurance** and **You** have complied with **Your** obligations to inform the **Sub-Agent** of the **Claim** or **Circumstance** under condition 7.2; and
- 2.6.2 The accident, cause or incident giving rise to the **Circumstance** or **Claim** took place on or after the **Retroactive Date** and was reported to the **Sub-Agent** during the **Period of Insurance** in accordance with condition 7.2; and
- 2.6.3 The **Claim** was commenced within the **Territorial Limit**; and
- 2.6.4 None of the exclusions in Section 6 of this **Policy** apply; and
- 2.6.5 **You** comply strictly with the conditions in Section 7 of this **Policy**.

### 3. LEGAL DEFENCE COSTS INSURANCE

#### Insured Event C: CRIMINAL PROSECUTION AND CIVIL PROCEEDINGS

This section provides cover for Legal Defence Costs on a "claims made" basis. This means that **We** cover **You** for Legal Defence Costs which are first made against **You** and that **You** tell **Us** about during the **Period of Insurance**.

For the purposes of this **Insured Event C**, "**Claim**" means:

- a) **Your** receipt of any oral or written assertion, allegation, suggestion or intimation that **You** have or may have committed a criminal act or omission in relation to **Your Activities**, and/or
- b) **Your** receipt of any oral or written assertion, allegation, suggestion or intimation that **You** have or may have breached any anti-discrimination legislation in relation to **Your Activities**, and/or
- c) **Your** receipt of any oral or written assertion, allegation, suggestion or intimation that **You** have or may have breached the **Health and Safety at Work Act 1974** or any related legislation in relation to **Your Activities**, and/or
- d) **Your** receipt of any oral or written assertion, allegation, suggestion or intimation that **You** have or may have breached Section 13 of the Data Protection Act 2018, and or any related legislation, in relation to **Your Activities**.

#### What will **We** cover **You** for?

3.1 **We** will arrange for **Your Legal Representatives** to be appointed in accordance with **Our Standard Terms of Appointment** defend **You** if an event arising from or related to **Your Activities** leads to:

- 3.1.1 Criminal proceedings brought against **You** in a court of criminal jurisdiction, including criminal proceedings alleging a breach of the Medicines Act 1968 and/or the Human Medicines Regulations 2012;
- 3.1.2 Civil proceedings being taken against **You** under any anti-discrimination legislation;
- 3.1.3 Civil proceedings being taken against **You** under the Health and Safety at Work Act 1974 and or any related legislation;
- 3.1.4 Civil proceedings being taken against **You** under Section 13 of the Data Protection Act 1998, and or any related legislation.

#### What are the limits of this **Insured Event**?

3.2 This **Insured Event** does not provide any cover or indemnity for any fines, penalties, damages or other compensation that **You** may be liable to pay in respect of any proceedings referred to in clause 3.1.1 – 3.1.4, nor in respect of any legal costs that **You** are ordered to pay to the authority that brought the proceedings referred to in clause 3.1.1 – 3.1.4.

3.3 This **Insured Event** does not provide cover for any **Claim** arising from:

- 3.3.1 any alleged offence of violence, abuse of position or authority, or any other form of coercion or controlling behaviour;
- 3.3.2 death, sickness, disease, emotional distress, mental anguish, mental stress, personal injury or any other **Injury**;
- 3.3.3 damage to or destruction of any property or loss of use thereof, or any other **Damage**;
- 3.3.4 Any **Claim** relating to breaches or alleged breaches of any laws relating to motor vehicles or motoring;
- 3.3.5 Any **Claim** relating to any act or alleged act of sexual harassment and/or sexual molestation and/or coercion and/or inappropriate sexual behaviour or suggestion/request, including acts relating to obscene material;
- 3.3.6 Any demand from someone else against **You**, or an assertion of a right against **You**, alleging a **Wrongful Act**, in the course of the practice of **Your Activities**, including (but not limited to) a demand for or an assertion of a right to compensation.

3.4 For all proceedings covered under this **Insured Event**, the maximum amount **We** will pay to indemnify **You** for **Your Legal Costs and Expenses** together is the **Aggregate Limit of Indemnity for Insured Events C-E** specified in the **Certificate**, subject always to the **Annual Aggregate Limit of Indemnity for Insured Events A-E**.

3.5 You will only be covered under this **Insured Event** if:

- 3.5.1 **You** have complied with **Your** obligation to give the **Sub-Agent** notice of the **Claim** during the **Period of Insurance** under condition 7.2; and
- 3.5.2 The **Claim** was commenced within the **Territorial Limit**; and
- 3.5.3 In respect of any **Claim** under 3.1.1 above only, **You** have been formally charged with the commission of a criminal offence; and
- 3.5.4 In respect of clause 3.1.4 only, **You** are registered with the Information Commissioner in accordance with Sections 18 and 19 of the Data Protection Act 2018 and or any amended regulations for the data processing that **You** carry out and were so registered at the time that the circumstances giving rise to the civil action occurred; and
- 3.5.5 For criminal and civil proceedings the date **You** first became aware of any cause, act, incident, event or **Circumstance** that may give rise to a **Claim** under this **Insured Event** began on or after the **Start Date**; and
- 3.5.6 For criminal and civil proceedings, the prospects that **You** will successfully defend the proceedings or achieve an outcome that we have agreed to, are 51% or greater throughout the proceedings, in the opinion of **Your Legal Representative** or a suitably qualified independent expert leading counsel appointed by **Us**; and

3.5.7 **You** have complied strictly with the Conditions under Section 7 below; and

3.5.8 None of the **Exclusions** under Section 6 apply.

3.6 **We will indemnify You for Your Legal Costs and Expenses as long as:**

3.6.1 **Your Legal Representatives** were retained by **Us** on **Your** behalf, or were retained by **You** with **Our** and the **Sub-Agent's** express permission; and

3.6.2 **Your Legal Costs and Expenses** were paid direct from **Us** to **Your Legal Representatives**; and

3.6.3 **Your Legal Costs and Expenses**, or any other costs related to legal advice or assistance, were not incurred prior to **Our** and the **Sub-Agent's** agreement that they could be incurred; and

3.6.4 For civil cases only, **Your Legal Costs and Expenses** do not exceed the value of the compensation and related remedies **You** are likely to be ordered to pay in the proceedings referred to clauses 3.1.2. – 3.1.4. above, in **Our** and the **Sub-Agent's** reasonable opinion based on the assessment at the outset of such proceedings by **Your Legal Representative**, and

3.6.5 **Your Legal Representatives** comply with **Our Standard Terms of Appointment**.

#### 4. Insured Event D: EMPLOYMENT DISPUTES

This **Insured Event** is on a "claims made" basis. This means that **We** cover **Your Legal Costs and Expenses** for **Disputes** in respect of which **You** first become aware that **You** may wish to commence a **Dispute**, and **You** tell **Us** about **Your** wish to commence a **Dispute**, during the **Period of Insurance**.

##### What will **We** cover **You** for?

- 4.1 **We** will cover **Your Legal Costs and Expenses** incurred in preparation for or in the course of representing **You** in a **Dispute** arising from or related to a contract of employment or contract for services entered into by **You** in connection with **Your Activities**.

##### What are the limits of this **Insuring Clause**?

- 4.2 This **Insured Event** does not provide any cover or indemnity for any fines, penalties, damages or other compensation that **You** may be liable to pay to any other party in respect of any proceedings referred to in clause 4.1, or in respect of any counter-claim arising out of those proceedings, nor in respect of any legal costs that **You** are ordered to pay to the other party in those proceedings.

- 4.3 **You** will only be indemnified by this **Policy** under this **Insured Event** if:

4.3.1 **You** have complied with **Your** obligation to give the **Sub-Agent** notice of the **Dispute** during the **Period of Insurance** under condition 7.2; and

4.3.2 The **Legal Costs and Expenses** in clause 4.1 arise from a **Dispute** that arises from or is related to the practice of **Your Activities** or research connected with that practice; and

4.3.3 The **Claim** or **Dispute** was commenced within the **Territorial Limit**; and

4.3.4 None of the **Exclusions** in Section 6 of this **Policy** apply, and

4.3.5 **You** comply strictly with the conditions in Section 7 of this **Policy**, and

4.3.6 The prospects that **You** will succeed in the **Dispute** or achieve an outcome that we have agreed to, are 51% or greater throughout the proceedings, in the opinion of **Your Legal Representative** or a suitably qualified independent expert leading counsel appointed by **Us**

- 4.4 For all proceedings covered under this **Insured Event**, the maximum amount **We** will pay to indemnify **You** for **Your Legal Costs and Expenses** together is the **Aggregate Limit of Indemnity** for **Insured Events** C-E specified in the **Certificate**, subject always to the **Annual Aggregate Limit of Indemnity** for **Insured Events** A-E.

- 4.5 **We** will indemnify **You** for **Your Legal Costs and Expenses** as long as:

4.5.1 **Your Legal Representatives** were retained by **Us** on **Your** behalf, or were retained by

**You with Our and the Sub-Agent's** express permission; and

4.5.2 **Your Legal Costs and Expenses** were paid direct from **Us** to **Your Legal Representatives**; and

4.5.3 **Your Legal Costs and Expenses**, or any other costs related to legal advice or assistance, were not incurred prior to **Our** and the **Sub-Agent's** agreement that they could be incurred; and

4.5.4 **Your Legal Representatives** comply with **Our Standard Terms of Appointment**.

## 5 Insured Event E: PROFESSIONAL DISCIPLINARY EPISODES

This **Insured Event** is on a "claims made" basis and only covers **Claims** notified to **Us** during the **Period of Insurance**. This means that **We** cover **Your** costs for legal representation in respect of **Claims** which are first made against **You** and that **You** tell **Us** about during the **Period of Insurance**.

For the purposes of this **Insured Event**, "**Claim**" means **Your** receipt of any oral or written assertion, allegation, suggestion or intimation:

- a) That disciplinary proceedings will be commenced against **You**,
- b) That **You** will be required to attend a coroner's inquest or Fatal Accident Act Enquiry, and that the tribunal will be required to consider whether **You** caused the death that is the subject of those proceedings,
- c) That **You** will be the subject of a National Health Service Tribunal or RPS Council member code of conduct panel hearing.

### What will **We** cover **You** for?

5.1 **We** will arrange for **Your Legal Representatives** to be appointed under **Our Standard Terms of Appointment** to advise and represent **You** in relation to:

- 5.1.1 a principal disciplinary or health Fitness to Practice committee hearing relating to **You**, or a review hearing relating to **You** held by a Fitness to Practice committee, where the Fitness to Practice committee has been constituted by any government, regulatory, statutory professional or supervisory authority with jurisdiction to do so, including the General Pharmaceutical Council Statutory Committee hearing or its Northern Ireland equivalent.
- 5.1.2 an appeal against the outcome of any proceedings listed in 5.1.1, where **Your** prospects of success in the proposed appeal are, in the opinion of **Your Legal Representatives** or a suitably qualified independent expert or leading counsel appointed by **Us**, 51% or greater.
- 5.1.3 a coroner's inquest or Fatal Accident Act Enquiry where **You** may be implicated in the death that is the subject of those proceedings.
- 5.1.4 a National Health Service Tribunal or RPS Board member code of conduct panel hearing.

For clarity, in relation to 5.1.1, please note that **We** will not indemnify **You** for the cost of any advice or representation that **You** may desire in relation to matters that have not yet reached a Fitness to Practice committee, including matters that have only reached the "Initial consideration by the Registrar" or "Consideration by the Investigating Committee" stages under the GPhC (Fitness to Practise and Disqualification etc.) Rules 2010, or their Northern Ireland equivalent.

### What are the limits of this **Insured Event**?

5.2 This **Insured Event** does not provide any cover or indemnity for any fines, penalties, damages or other compensation that **You** may be liable to pay in respect of any proceedings referred to in clause 5.1.1 – 5.1.4, nor in respect of any legal costs that **You** are ordered to pay to the authority that brought the proceedings referred to in clause 5.1.1

- 5.1.4.

- 5.3 You will only be indemnified by this **Policy** under this **Insured Event** if:
- 5.3.1 **You** first became aware of any cause, incident, act, event or **Circumstance** that may give rise to a **Claim** under this **Insured Event** after the **Start Date** and **You** have complied with **Your** obligation to give the **Sub-Agent** notice of the **Claim** during the **Period of Insurance** under condition 7.2; and
  - 5.3.2 The proceedings, inquest or Fatal Accident Act inquiry arises from or is related to acts or omissions by **You** in the course of **Your Activities**; and
  - 5.3.3 The prospects that **You** will successfully defend the proceedings or achieve an outcome that we have agreed to, are 51% or greater throughout the proceedings, in the opinion of **Your Legal Representative** or a suitably qualified independent expert leading counsel appointed by **Us**; and
  - 5.3.4 The acts or alleged acts giving rise to the proceedings were carried out on or after the **Retroactive Date** and commenced within the **Territorial Limit**; and
  - 5.3.5 None of the **Exclusions** in Section 6 of this **Policy** apply; and
  - 5.3.6 **You** comply strictly with the conditions in Section 7 of this **Policy**.
- 5.4 **We will indemnify You for Your Legal Costs and Expenses as long as:**
- 5.4.1 **Your Legal Representatives** were retained by **Us** on **Your** behalf, or were retained by **You** with **Our** and the **Sub-Agent's** express permission; and
  - 5.4.2 **Your Legal Costs and Expenses** were paid direct from **Us** to **Your Legal Representatives**; and
  - 5.4.3 **Your Legal Costs and Expenses** are agreed by **Us** and the **Sub-Agent's** and incurred in accordance with **Our Standard Terms of Appointment**.
  - 5.4.4 **Your Legal Costs and Expenses**, or any other costs related to legal advice or assistance, were not incurred prior to **Our** and the **Sub-Agent's** agreement that they could be incurred; and
  - 5.4.5 For any Proceedings **We** have not paid more than the **Annual Aggregate Limit of Indemnity** for **Your Legal Costs and Expenses** for such Proceedings specified in the **Certificate** since the **Inception Date** in relation to any matters covered under **Insured Events C - E**; and
  - 5.4.6 For all Proceedings covered under this **Insured Event**, the maximum amount **We** will pay to indemnify **You** for **Your Legal Costs and Expenses** together is the **Aggregate Limit of Indemnity** for this **Insured Event** specified in the **Certificate**, subject always to the **Annual Aggregate Limit of Indemnity** for **Insured Events A - E**.



## 6 EXCLUSIONS (applicable to the whole of this Policy)

### Known Claims and Circumstances

- 6.1 **We** shall not be liable to indemnify **You** under any of the **Insured Events A-E** in respect of any **Claim** or **Dispute** arising out of any cause, incident, event or **Circumstance** notified under any insurance attaching prior to the **Start Date** or which should have been so notified, or any other cause, event or **Circumstance** that a reasonable person would believe could give rise to a **Claim** or **Dispute** as defined within this **Policy** which was or ought to have been known to **You** prior to the **Start Date**.

### Deliberate Acts, Fraud, Dishonesty and Collusion

- 6.2 **We** shall not indemnify **You** in respect of any **Claim, Dispute** or **Circumstance** (nor for any **Defence Costs and Expenses**, nor for **Legal Costs and Expenses**), loss, costs or expenses arising from any of the following:
- a) any deliberate or wilful misconduct by **You**.
  - b) any sexual harassment and/or sexual molestation and/or coercion and/or inappropriate sexual behaviour, suggestion or request, and/or any sexual discrimination committed or carried out by **You**.
  - c) any racial harassment and/or inappropriate racially-motivated comments or statements, and/or any racial discrimination committed or carried out by **You**.
  - d) any offences against the person including but not limited to violence, abuse of position or authority and/or any form of coercion or controlling behaviour committed or carried out by **You**.
  - e) The performance of **Your Activities** while **You** are under the influence of intoxicants or narcotics.
  - f) any actual or alleged dishonest or fraudulent act or omission by **You**.
  - g) any other criminal act committed or carried out by **You**.
  - h) Any **Claim** or **Dispute** solicited by **You** or that results from collusion with someone else in the making of the **Claim** or **Dispute**.

If **We** have indemnified **You** in respect of any **Claim, Dispute** or **Circumstance** (or for any **Defence Costs and Expenses**, or for **Legal Costs and Expenses**) and **We** subsequently discover (whether because of an admission by **You**, or a finding by a Court or other tribunal, or if evidence comes to **Our** attention) that any of these exclusions applied, **We** are entitled to decline to provide any further indemnity and to recover from **You** any sums paid in respect of that in respect of any **Claim, Dispute** or **Circumstance** (including any **Defence Costs and Expenses**, or **Legal Costs and Expenses**).

#### Other Insurance

- 6.3 **We** shall not be liable to indemnify **You** under any of the **Insured Events A-E** in respect of any **Claim, Dispute or Circumstance** in respect of which **You** are, or but for the existence of this **Policy** would be, entitled to indemnity under any other insurance or indemnity arrangements, including any public funding of defence costs.

#### Fines and Penalties

- 6.4 **We** shall not be liable to indemnify **You** under any of the **Insured Events A-E** in respect of any taxes, fines, penalties, or other award that is not primarily intended to compensate the claimant or complainant, but is intended to have a punitive effect on **You** or to act as example or warning to others.

#### Sexual harassment

- 6.5 **We** shall not be liable to indemnify **You** under any of the **Insured Events A-E** in respect of any **Claim, Dispute or Circumstance** relating to any act or alleged act of sexual harassment and/or sexual molestation and/or coercion and/or inappropriate sexual behaviour or suggestion/request, including acts relating to obscene material.

#### Vehicles

- 6.6 Save for where indemnity is provided by the extension under **Insured Event B** at clause 2.4.1 above, **We** shall not be liable to indemnify **You** under any of the **Insured Events A-E** in respect of any **Claim, Dispute or Circumstance** directly or indirectly arising from the use, ownership or possession of any aircraft (or any other aerial devices), watercraft, hovercraft, vessel, motor vehicle or any other vehicle or mechanically propelled mobile machinery.

#### Judicial Review

- 6.7 **We** shall not be liable to indemnify **You** under any of the **Insured Events A-E** in respect of any **Legal Costs and Expenses** incurred in relation to any application for Judicial Review.

#### Ownership

- 6.8 **We** shall not be liable to indemnify **You** under any of the **Insured Events A-E** in respect of any **Claim, Dispute or Circumstance** arising from **Your** work in a community Pharmacy, GP Practice or residential home business which **You** own or of which **You** are a director, or that **You** partly own, or where the owner is **Your** spouse or a member of **Your** immediate family.

#### Directors' and Officers' liability, and disagreements with partners

- 6.9 **We** shall not be liable to indemnify **You** under any of the **Insured Events A-E** in respect of any **Claim, Dispute or Circumstance** arising from any liability incurred by any person in their capacity as a director or officer of any company or other entity, or as a designated member of a limited liability partnership, or as a trustee of any trust that is not associated with the practice of **Your Activities**.

6.10 **We** shall not be liable to indemnify **You** under any of the **Insured Events** A-E in respect of any **Claim, Dispute** or **Circumstance** by or against **You**, made against or by any person who is an existing or former partner of **Yours** (which includes persons with whom **You** practice in a Limited Liability Partnership or other corporate structure).

6.11 **We** shall not be liable to indemnify **You** under any of the **Insured Events** A-E in respect of any **Claim, Dispute** or **Circumstance** by or against **You**, made against or by any person who is **Your** spouse or is or has recently been in a sexual or romantic relationship with **You**.

HMRC investigations

6.12 **We** shall not be liable to indemnify **You** under any of the **Insured Events** A-E in respect of any **Claim, Dispute** or **Circumstance** arising from any dispute with or any investigation by Her Majesty's Revenue and Customs (HMRC).

Social security investigations

6.13 **We** shall not be liable to indemnify **You** under any of the **Insured Events** A-E in respect of any **Claim, Dispute** or **Circumstance** arising from any investigation by the Government Department for Work and Pensions or other governmental body in relation to national insurance contributions.

Defamation

6.14 **We** shall not be liable to indemnify **You** under any of the **Insured Events** A-E in respect of any **Claim, Dispute** or **Circumstance** involving alleged defamation, libel, slander and/or malicious falsehood by **You**. This exclusion does not apply to **Insured Event A** clause 1.1(a).

Intellectual Property

6.15 **We** shall not be liable to indemnify **You** under any of the **Insured Events** A-E in respect of any **Claim, Dispute** or **Circumstance** arising out of the ownership or existence of any intellectual property rights.

Other disputes

6.16 **We** shall not be liable to indemnify **You** under any of the **Insured Events** A-E in respect of any **Claim, Dispute** or **Circumstance** arising out of any disagreement between **You, Us**, and/or any **Legal Representative**.

Information Technology

6.17 **We** shall not be liable to indemnify **You** under any of the **Insured Events** A-E in respect of any **Claim, Dispute** or **Circumstance**, including those alleging a common law breach of confidentiality, arising directly or indirectly from:

6.17.1 Any alleged transmission or receipt of any virus, program or code that causes loss or damage to any computer system and or prevents or impairs its proper function or performance;

6.17.2 Any hacking of, or other unauthorised access to, any computer system by a third party;

6.17.3 The functioning, non-functioning, improperly functioning, availability or unavailability of:

6.17.3.1 any programme, instruction or data for use in any computer or other electronic processing device, equipment or system;

6.17.3.2 any plant and/or machinery, including without prejudice to the generality of the foregoing any computer, data processing equipment or medi, microchip, integrated system, circuit, or similar device, or any software;

6.17.3.3 the internet or similar facility;

6.17.3.4 any intranet or private network or similar facility; or any website, bulletin board, chat room, search engine, portal or similar application service.

This exclusion does not apply to **Insured Event C** and will not exclude indemnity under clause 3.1.4 in respect of a **Claim** for breach of confidentiality where this is brought together with a **Claim** under Section 13 of the Data Protection Act.

#### Pollution

- 6.18 **We** shall not be liable to indemnify **You** under any of the **Insured Events A-E** in respect of any **Claim, Dispute, Circumstance** or loss directly or indirectly caused by or contributed to by or arising from any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous, or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind.

#### Radioactivity

- 6.19 **We** shall not be liable to indemnify **You** under any of the **Insured Events A-E** in respect of any **Claim, Dispute, Circumstance** or loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity (except for any **Claim** by a patient relating to the therapeutic use of radioactivity) from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component.

War

- 6.20 **We** shall not be liable to indemnify **You** under any of the **Insured Events** A-E in respect of any **Claim, Dispute, Circumstance** or loss directly or indirectly caused by or contributed to by or arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public authority.

Terrorist Action

- 6.21 **We** shall not be liable to indemnify **You** under any of the **Insured Events** A-E in respect of any **Claim, Dispute, Circumstance** or loss directly or indirectly caused by or contributed to by or arising from any Terrorist Action.

This exclusion also excludes any **Claim, Dispute, Circumstance** or loss arising from any action taken in controlling, preventing or suppressing any Terrorist Action.

Sanctions

- 6.22 **We** shall not be liable to indemnify **You** under any of the **Insured Events** A-E, nor provide any benefit under this insurance, where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## 7 CONDITIONS

- 7.1 The following conditions apply to **Insured Events A-E** of the **Policy**. **You** are obliged to comply with the terms and conditions of this **Policy**, including terms and conditions contained in any **Endorsements**. If **You** fail to comply with these conditions, and if that failure causes:
- a) A reduction in the prospects of success of defending any **Claim** (as defined in that **Insured Event**),
  - b) A reduction in the prospects of success in a **Dispute**,
  - c) An increase in the amount required to settle or otherwise resolve any **Claim** or **Dispute** (as defined in that **Insured Event**),
  - d) An increase in the amount of **Defence Costs and Expenses** or **Your Legal Costs and Expenses** required to investigate or resolve any matter,

then **We** are entitled, at **Our** discretion, to proportionately reduce the amount of indemnity **We** will pay in relation to that **Claim** or **Dispute**. This does not affect our right to decline to provide indemnity if a condition precedent is not complied with.

### Notification

- 7.2 **You** must give the **Sub-Agent** notice during the **Period of Insurance** without delay after **You** are aware of any cause, incident, event or **Circumstance** that has given rise or that may give rise to a **Claim** or **Dispute** under this **Policy**.
- 7.3 Where **You** have during the **Period of Insurance** given notice of any cause, incident, event or **Circumstance** that may give rise to a **Claim** or **Dispute** under this **Policy** including full particulars of the circumstances, including the dates and persons involved and the reasons for believing that they may give rise to a **Claim** or **Dispute**, any **Claim** or **Dispute** to which that notice or cause, incident, event, or **Circumstance** may give rise, after the expiration of the **Period of Insurance**, will be considered for the purpose of this **Policy** to have been made on the date of notification.
- 7.4 Notwithstanding any **Excess**, any **Claim** or **Dispute** must be notified to the **Sub-Agent** without delay and handled and controlled by the **Sub-Agent** in accordance with and subject to these **Conditions** or no indemnity will be provided by this **Policy** in respect of any such **Claim** or **Dispute**.

### No Admission of Liability/Claims Control/Dispute Control

- 7.5 **You** must not make any express or implied admission of liability (whether to a potential claimant, **Your** employer or anyone else) or other arrangement, offer, promise or payment without **Our** consent.
- 7.6 If **Your** employer asks **You** to provide any written or oral report on any incident, event or **Circumstance** that may give rise to a **Claim** or **Dispute** under this **Policy**, **You** must not provide any such written or oral report to **Your** employer without **Our** consent.

- 7.7 If **You** receive an offer to settle any **Claim** or **Dispute**, **You** must inform **Us** as soon as possible after the offer is received. **You** must not make or accept any offer to settle any **Claim** without **Our** consent. **You** must not reject an offer to settle any **Dispute** without **Our** consent.
- 7.8 In considering any offer to settle a **Claim** or **Dispute**, **You** must have regard to **Your Legal Costs and Expenses** incurred or to be incurred in the **Claim** or **Dispute**, including the proportionality of the amount of **Your Legal Costs and Expenses** (both incurred and to be incurred) compared to the remedy sought, and the likelihood of recovery of those **Legal Costs and Expenses** where applicable. **You** must not unreasonably reject an offer to settle to which **We** have given **Our** Consent.
- 7.9 Subject to **Your** right to choose **Your Legal Representative** in accordance with paragraphs 7.31 to 7.35, **We** are entitled at **Our** absolute discretion to take control of the investigation, defence, progression and settlement of any **Claim** or **Dispute** or to prosecute in **Your** name for **Our** own benefit any **Claim** or **Dispute** for indemnity or otherwise against any third party.
- 7.10 **We** shall not settle any **Claim** or **Dispute** without **Your** consent. If, however, **You** refuse to consent to any settlement recommended by **Us** and instead elect to contest a **Claim** or progress a **Dispute**, then our liability for such **Claim** or **Dispute** (including in respect of **Defence costs and Expenses** or **Your Legal Costs and Expenses**) will not exceed that amount for which such **Claim** or **Dispute** could have been resolved (inclusive of **Defence costs and Expenses** or **Your Legal Costs and Expenses**) incurred up to the date of such refusal, and then only up to the applicable **Limit of Indemnity** for the **Insured Event** in question

#### Insolvency

- 7.11 If **You** become insolvent or are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement, or if any application is made to the court or meeting convened for any such purpose, **We** have the right to immediately cease to provide indemnity under this **Policy**.

#### Value Added Tax

- 7.12 If **You** are registered for **VAT**, **We** will not indemnify **You** for the **VAT** element of any **Defence Costs and Expenses** or **Your Legal Costs and Expenses**.

#### Dishonest and fraudulent requests for indemnity

- 7.13 If **You** seek indemnity under this **Policy** knowing that **Your** request for indemnity is false, fraudulent or exaggerated as regards amount of indemnity to which **You** are entitled or in any other way, **We** are not liable to indemnify **You** in respect of any part of that request for indemnity, including any part of that request for indemnity which may be legitimate, and including in respect of any **Claim**, **Dispute**, **Defence Costs and Expenses** or **Your Legal Costs and Expenses** connected to that request for indemnity. **We** are also entitled, at **Our** discretion, to give notice to **You** to terminate the **Policy**, with effect from the date of the false or fraudulent act or event, and to retain the **Premium** in its entirety.

7.14 If **We** have indemnified **You** and **We** subsequently discover that any part of **Your** request for indemnity was false, fraudulent or exaggerated, **We** are entitled to recover from **You** any sums paid in respect of that request for indemnity, and/or to retrospectively terminate the **Policy** with effect from the date of the false or fraudulent act or event, and/or to retain the **Premium** in its entirety.

7.15 If **You** seek indemnity under this **Policy** in respect of a **Dispute** knowing that the allegations **You** intend to make in that **Dispute** are false, fraudulent or exaggerated as regards amount of compensation or other remedy which **You** are seeking or in any other way, **We** are not liable to indemnify **You** in respect of that **Dispute**, or **Your Legal Costs and Expenses** connected to that **Dispute**. We are also entitled, at **Our** discretion, to give notice to **You** to terminate the **Policy**, with effect from the date **You** first made allegations that were false, fraudulent or exaggerated, and to retain the **Premium** in its entirety.

#### Avoidance of Policy

7.16 In the event of **Our** being entitled to avoid this **Policy** (whether by reason of **Your** breach of the duty of Fair Presentation or otherwise), **We** may instead elect, at our discretion, to give notice in writing to **You** that **We** still regard this **Policy** as of full force and effect except that **We** will not indemnify **You** in respect of any **Claims** or **Disputes** that **We** consider to be connected to our right to avoid the **Policy**. The **Policy** shall then exclude indemnity for those matters as if such an exclusion had been specifically included in an **Endorsement** from the outset.

#### Cancellation

7.17 This **Policy** may be cancelled any time by **Us** or on **Our** behalf by 30 days' notice in writing to **You** at the address stated in the **Certificate** or at **Your** last known address or Registered Office (if a **Company**), and the **Premium** will be adjusted on the basis of **Us** retaining pro rata **Premium**.

#### Registration and Licensing

7.18 **You** must ensure that throughout the **Period of Insurance** that **You** hold all the necessary valid registrations, licences and permits to practise **Your Activities**, and maintain records of all those registrations, licences and permits.

#### Loss Avoidance

7.19 **You** must at all times take all reasonable steps to avoid or minimise loss including (but not limited to) the following.

- a) all clinical waste is disposed of by an appropriately qualified waste disposal contractor;
- b) no Prescription Only Medicine (POM) will be supplied and/or administered to a patient except in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968), or if the medicine is being supplied and/or administered under the emergency supply regulations, or under a Patient Group Direction;



- c) any device or instrument used or intended for use in the performance of **Your Activities** and which is intended to be in contact with bodily fluids, (whether human or animal) or penetrate tissue (whether human or animal) will be:

handled, used and stored in accordance with the manufacturers' instructions and where approved by the manufacturers and the Department of Health or equivalent to be used more than once sterilised prior to such use:

- i) using only sterilising apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations or guidelines of such manufacturer;
- ii) in accordance with the Department of Health guidelines or equivalent.

In addition, any surface which such device or instrument are likely to come into contact with or has been in contact with any bodily fluid (whether human or animal) or tissue (whether human or animal) must be disinfected by the use of an effective disinfectant in accordance with the manufacturers' instructions and Department of Health guidelines or equivalent.

- d) full and appropriate records must be kept of any emergency supplies and/or Patient Group Direction transactions.
- e) that **You** have successfully completed all training required to perform the roles, services and/or activities that **You** undertake and/or have undertaken and to be able to evidence certification to **Us** upon request;
- f) **You** consider the appropriateness of **Your** competency to undertake specific tasks and **You** can evidence **Your** competence to undertake that task if required;
- g) that **You** will notify **Your** employer of any inadequate environmental conditions relating to the **Premises** (pharmacy or otherwise as soon as these become apparent, were possible in writing, records of such notification must be retained by **You**);

#### Maintain records

7.20 When **You** are undertaking **Business Consultancy**, and where the following areas fall within **Your** duty, responsibility or control, **You** will:

- a) maintain accurate descriptive records of all professional services and equipment used in procedures which are available for inspection and used by **Us** or **Our** representatives insofar as they relate to any **Claim** or **Dispute** under this **Policy**; and
- b) retain the records referred to in paragraph (a) above for a period of at least seven (7) years from the date of treatment and, in the case of a minor for a period of at least seven (7) years after that minor would have attained majority; and
- c) give to **Us** or **Our** representatives such information, assistance, signed statements or depositions as **We** may require; and

- d) assist in the defence of any **Claim** or in the bringing of any **Dispute** without any charge to **Us**.

#### Contracts (Rights of Third Parties) Act 1999

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

#### Data protection short form information notice

##### 7.22 **Your** personal information notice

#### The basics

**We** collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet our legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that we collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, we may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect our ability to provide the insurance cover from which **You** benefit and may prevent us from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

#### Other people's details **You** provide to us

Where **You** provide us or **Your** agent or broker with details about other people, **You** must provide this notice to them.

#### Want more details?

For more information about how **We** use **Your** personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

#### Contacting us and **Your** rights

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that

arranged **Your** insurance who will provide **You** with our contact details at:

The PIA  
The Old Fire  
Station 69  
Albion Street  
Birmingham  
B1 3EA

Tel: 0121 236 0031

#### 'KC' Clause

7.23 **You** will not be required to contest any legal proceedings unless Counsel of not less than 15 years standing (to be selected by **Us** after consultation with **You**) should advise that such proceedings can be contested with a **Reasonable Prospect** of success.

#### Single Policy and Company Authorisation

7.24 Save as expressly provided to the contrary, this **Policy** is considered to be a single unitary policy and not a severable policy or a series of individual policies with each of the Insureds. The **Insureds** and each of them agree that **We** may deal with the **Company** (or if there is more than one **Company**, the **Company** named first in the **Certificate**) who will act on behalf of all other **Insured** in respect of all matters under and in connection with this **Policy**.

#### Conflicts of Interest

7.24 Where a conflict of interest emerges between **You** and another **Insured**, then the procedure followed will be as described in the 'Statement on the handling of conflicts of interests'.

The following **Conditions** apply only to **Insured Events C-E** of the **Policy**:

Consent to incur **Your Legal Costs and Expenses** – Criminal Prosecution and Civil Proceedings, Employment Disputes, Professional Disciplinary Episodes and appeals

7.25 Where a **Claim**, **Dispute** or appeal falls to be covered under **Insured Events C-E** of the **Policy**, **We** will give **Our** consent to incur **Your Legal Costs and Expenses** provided that **You** can satisfy **Us** that:

- i. it is reasonable to incur **Your Legal Costs and Expenses** having regard to the proportionality between the remedy or sanction claimed and **Your Legal Costs Expenses** to be incurred; and
- ii. where **You** are seeking to bring a **Dispute** under clause 4.1, there are **Reasonable Prospects** of proving the other party's liability and of recovering the damages claimed or other legal remedy sought; or
- iii. where a **Claim** is made against **You**, the other party does not have **Reasonable Prospects** of proving **Your** legal liability.

7.26 If during the course of a **Claim** or **Dispute** in **Our** assessment clause 7.25i ceases to apply or either clause ii or clause iii ceases to apply then **We** will be entitled to withdraw the

indemnity under this **Policy**. **We** will determine whether to grant **Our** consent in accordance with clause 7.25 on the basis of:

- 7.26.1 A fully completed claim form;
  - 7.26.2 the information **We** reasonably request from **You** in relation to the circumstances from which the **Claim** or **Dispute** arises;
  - 7.26.3 a legal opinion from the **Legal Representative** as to the matters set out in clause 7.25 above;
  - 7.26.4 such other advice as **We** may consider necessary in order to make **Our** decision.
- 7.27 **We** may, at **Our** discretion, require **You** to obtain an opinion as to the merits of the subject matter of the **Claim** or **Dispute** having regard to the issues raised at clause 7.25 above. If, on consideration of that opinion **We** are satisfied in respect of the matters set out at clause 7.25 then the costs of obtaining that opinion shall be **Your Legal Costs and Expenses** covered by this **Policy**. **We** will pay the fee for obtaining that opinion, if **You** and **We** jointly agree on the expert or Counsel to provide that opinion, and the terms of the reference to that expert or Counsel. If **You** and **We** cannot agree, then **You** must pay the fee for obtaining an opinion from a suitably qualified barrister of England & Wales of not less than 15 years' relevant experience.
- 7.28 In granting **Our** consent to incur **Your Legal Costs and Expenses** **We** may grant such consent for a limited period of time or a limited amount of expenses in the context of the **Claim** or **Dispute** and on such limit being reached **We** will then review the progress of the **Claim** or **Dispute** against the criteria in clause 7.25 before confirming **Our** consent to incur further **Your Legal Costs and Expenses**.
- 7.29 Our Liability to indemnify **You** under this **Policy** will be triggered only by compliance with this condition precedent.

#### Choice of Legal Representative and Counsel

- 7.30 Where recourse to a **Legal Representative** is necessary in order to defend, represent or serve **Your** interests in relation to a **Claim** or **Dispute** covered under this **Policy** **We** will recommend a **Legal Representative** who **We** determine to be appropriately qualified and experienced to represent **Your** interests in the relevant **Claim** or **Dispute**. That **Legal Representative** must be agree to **Our Standard Terms of Appointment**.
- 7.31 If **You** do not wish to instruct our recommended **Legal Representative** **You** shall be free to choose another **Legal Representative**, and **You** must have regard to:
- 7.31.1 Our **Standard Terms of Appointment** and instruct the **Legal Representative** to comply with it;
  - 7.31.2 the proportionality between the complexity of the **Claim** or **Dispute**, the importance of the **Claim** or **Dispute** to **You** and the cost of appointing the relevant **Legal Representative**; and
  - 7.31.3 **Your** duty to use all reasonable endeavours to minimise the cost of any **Claim** or **Dispute**.

Before appointing a **Legal Representative** **You** must notify **Us** in writing of their name and address. **We** will accept **Your** nomination of **Legal Representative** if **We** are satisfied, acting

reasonably, that the proposed **Legal Representative** is appropriately qualified and experienced to represent **You** in the relevant **Claim** or **Dispute**, will enable **You** to comply with the terms of this **Policy**, and that the proposed **Legal Representative's** charging rates comply with **Our Standard Terms of Appointment**.

7.32 **You** must not without **Our** consent enter into any agreement with the **Legal Representative** as to the calculation of or liability for **Your Legal Costs and Expenses**.

7.33 Any dispute between **You** and **Us** as to the appointment of the **Legal Representative** will be referred to arbitration in accordance with Section 9 of this **Policy**.

7.34 In all cases the **Legal Representative** shall be appointed in **Your** name and on **Your** behalf. If in the course of any **Claim** or **Dispute** the **Legal Representative** wishes to instruct counsel or an expert, **You**, or **Your Legal Representative** on **Your** behalf, must submit to **Us** details of the relevant counsel or expert together with an explanation of the reason why the appointment of such party is necessary for the proper management of the **Claim** or **Dispute** and an estimate of such Counsel's or expert's likely professional fees to be incurred. Such counsel or expert must not be appointed without **Our** consent which **We** shall not unreasonably withhold.

#### Appeal Procedure

7.35 If, following legal proceedings to which **We** have consented, **You** wish to appeal the judgment or decision of a court or tribunal, the grounds for such appeal must be submitted to **Us** through the **Legal Representative** as soon as is practicable so that **We** may consider whether to grant **Our** consent to such further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in favour of **You**, **You** must notify **Us** without delay.

7.36 **We** will consider whether to provide indemnity in relation to that appeal in accordance with the process set out at clause 7.25.2.

#### Co-operation with Us and Legal Representatives

7.37 **You** must give the **Legal Representative** and **Us** all necessary help and information in relation to any **Claim**, **Dispute** or **Circumstance**, including providing a complete and truthful account of the facts of the **Claim**, **Dispute** or **Circumstance** and all documentary or other evidence in **Your** possession which is relevant to the **Claim**, **Dispute** or **Circumstance**. **You** must, at **Your** own cost, provide, obtain and execute all documents and information, and attend any meetings or conferences, and promptly provide any instructions that may be necessary for the efficient investigation or conduct of the **Claim**, **Dispute** or **Circumstance**.

7.38 **You** must instruct the **Legal Representative** to provide **Us** with any information, documents or advice that **We** may reasonably require in connection with the **Claim**, **Dispute** or **Circumstance** or **Our** obligation to provide indemnity in relation to it, even if that information, documentation or advice is otherwise subject to legal advice privilege, litigation privilege or any other confidentiality arrangement. In addition **You** must instruct the **Legal Representative** to provide such updates on the progress of the investigation or conduct of the **Claim**, **Dispute** or **Circumstance** and to inform **Us** immediately if any circumstance adversely affects the factors taken into account by **Us** in whether to provide indemnity under this **Policy**.

### Recovery of Costs

- 7.39 Where **You** are awarded costs or under the terms of any settlement where costs are included, those costs will be repaid to **Us**. **You** and **Your Legal Representative** must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, **You** agree that a fair and reasonable proportion of that settlement will be considered as costs and shall be payable to **Us**. Where a settlement is paid in instalments **We** will be paid **Our** costs before any amount is paid to **You**.

### Payment of Legal Costs and Expenses

- 7.40 **You** must forward to **Us** all bills that **You** receive from the **Legal Representative** as soon as reasonably practicable following receipt. If **We** require **You** must ask the **Legal Representative** to submit any bill of costs for assessment or certification by the appropriate Law Society, court or tribunal.
- 7.41 **You** are responsible for the payment of all **Legal Costs and Expenses**. **We** will settle **Legal Costs and Expenses** direct with the **Legal Representative** if **You** ask **Us** to do so.

## 8 COMPLAINTS

**We** aim to get it right first time, every time, and to provide **You** with a high standard of service. Nevertheless, there may be occasions where **You** have a complaint. If **You** have a complaint **We** will try to resolve it straight away, but if **We** are unable to do that **We** will confirm receipt of **Your** complaint within five working days, and do **Our** best to resolve the problem within four weeks. If **We** cannot provide a substantive response to **Your** complaint within four weeks we will let you know when **You** will receive the response. If **You** have a complaint, please contact:

The PIA  
The Old Fire  
Station 69  
Albion Street  
Birmingham  
B1 3EA  
Tel: 0121 236 0031

E-mail: [complaints@pharmacyinsurance.co.uk](mailto:complaints@pharmacyinsurance.co.uk)

Alternatively, **You** can refer **Your** complaint to

Customer Satisfaction Manager  
Mission Underwriting UK Ltd  
1 Fleet Place,  
London,  
EC4M 7WS  
E-mail: [complaints@alteainsurance.com](mailto:complaints@alteainsurance.com)

If **You** are dissatisfied with the outcome of Your complaint after eight weeks, **You** may have the right to refer Your complaint to Financial Ombudsman Service (FOS) within six months of Our

final response letter. The FOS details are:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

Telephone: 0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using our complaints procedure or contacting the FOS does not affect your legal rights.

## 9. DISPUTE RESOLUTION

This **Policy** is governed by the laws of England and Wales.

In relation to Insured Event A, in the event of a disagreement between **You** and **Us** about what the "*usual duties of a registered pharmacy professional*" are, then **We** will appoint an independent expert adjudicator to decide the disagreement, and both **We** and **You** shall be bound by that adjudicator's decision. The independent expert adjudicator that **We** will appoint must be a Pharmacist regulated by the **Pharmacy Regulator**, with not less than ten years of professional experience as a Pharmacist, including at least two years of experience of managing or supervising other registered pharmacy professionals. **We** will pay the fee of that independent expert adjudicator, but if the adjudicator decides the disagreement in **Our** favour, then **You** are obliged to reimburse us for that fee.

Any other disagreement between **You** and **Us** in relation to the application of this **Policy** will be referred to a single arbitrator who will be a barrister with not less than ten years' experience in insurance policy coverage disputes in England & Wales. **We** and **You** will make reasonable attempts to agree the barrister to be appointed as the single arbitrator. If **We** and **You** cannot agree on a barrister after a reasonable period, then **We** will ask the President of the Bar Council to appoint a barrister to act as the single arbitrator. That single arbitrator will decide the disagreement on the basis of such documentation and written submissions as they request, and without any oral submissions or hearing, and will provide a written decision summarising their reasoning succinctly. **We** will pay the fee of that independent arbitrator, but if the arbitrator decides the disagreement in **Our** favour, then **You** are obliged to reimburse us for that fee. **We** will be bound by the decision of that arbitrator, but **You** have the right to reject the decision of that arbitrator.

If **You** reject the decision of that arbitrator and wish to commence court proceedings, and **You** and **We** agree to the exclusive jurisdiction of the English courts.

## 10. FINANCIAL SERVICES COMPENSATION SCHEME (FSCS) CLAUSE

**We** are covered by the FSCS. **You** may be entitled to compensation from the FSCS if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## 11. Definitions

Wherever the following words appear in bold in this insurance they will have the meanings shown below:

<p><b>Aggregate Limit of Indemnity</b></p>	<p><b>Aggregate Limit of Indemnity</b> means the limit of the total indemnities under each respective <b>Insured Event</b> of this <b>Policy</b> that <b>We</b> are liable to pay, and as separately specified for each <b>Insured Event</b> or group of <b>Insured Events</b> in the <b>Certificate</b>.</p>
<p><b>Annual Aggregate Limit of Indemnity</b></p>	<p><b>Annual Aggregate Limit of Indemnity</b> means the amount specified in the <b>Certificate</b> which is the maximum total combined amount of all indemnities <b>We</b> will pay under all the specified <b>Insured Events</b> and any <b>Endorsement(s)</b> of this <b>Policy</b>.</p>
<p><b>Business Consultancy</b></p>	<p>Consultancy work undertaken on behalf of a client which is related to offering business/commercial advice associated with (and limited to) the practice of <b>Your</b> profession for the benefit of that client's business activities.</p>
<p><b>Certificate</b></p>	<p>The document entitled "Certificate" and attached to and forming part of this <b>Policy</b> setting out certain details in relation to the <b>Policy</b> that are specific to <b>You</b>.</p>
<p><b>Circumstance</b></p>	<p><b>Circumstance</b> means anything that may lead to a <b>Claim</b> being made against <b>You</b> or to a <b>Dispute</b> being brought by <b>You</b> in relation to <b>Your Activities</b> or a <b>Good Samaritan Act</b> carried out by <b>You</b> including:</p> <ol style="list-style-type: none"> <li>1. <b>You</b> realise that <b>You</b> have or may have failed to comply with any of <b>Your</b> legal duties or responsibilities, whether by act or omission; and/or</li> <li>2. <b>You</b> realise that a third party has or may have failed to comply with any of its legal duties or responsibilities arising from <b>Your</b> dismissal or the ending of <b>Your</b> employment; and/or</li> <li>3. <b>Your</b> receipt of oral or written indication or notice from any professional body or statutory or regulatory authority of an intention to investigate <b>Your</b> professional conduct or competence; and/or</li> <li>4. <b>Your</b> receipt of oral or written indication or notice of an inquiry by a Coroner's Court or of an inquiry under the Fatal Accidents Act into <b>Your Activities</b> or a <b>Good Samaritan Act</b> carried out by <b>You</b>; and/or</li> <li>5. <b>Your</b> receipt of oral assertion, allegation, suggestion or intimation that <b>You</b> have committed a criminal act, or any act, error or omission in violation of any criminal act or equivalent regulation in the provision of <b>Your Activities</b> or in carrying out a <b>Good Samaritan Act</b>; and/or</li> </ol>



	<b>6. Your receipt of notice of intended prosecution in relation to Your Activities or a Good Samaritan Act carried out by You.</b>
<b>Conditions</b>	Those Conditions set out at clause 7 of this Policy.
<b>Computer, Computer System</b>	<b>Computer and/or Computer System</b> means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
<b>Damage</b>	accidental loss or accidental damage to tangible property.
<b>Defence Costs and Expenses</b>	legal costs and the expenses reasonably incurred by or on <b>Your</b> behalf in the investigation in defence of the <b>Claim</b> with <b>Our</b> prior written and continuing consent. It does not include <b>Your</b> own costs and expenses.
<b>Dispute</b>	If the word "dispute" is not in bold type in this <b>Policy</b> then it has its normal meaning in English.  <b>Dispute</b> means any proceedings brought by <b>You</b> against <b>Your</b> employer, arising from or related to a contract of employment or contract for services entered into by <b>You</b> in connection with <b>Your Activities</b> .
<b>End Date</b>	the last day of this <b>Policy</b> specified in the <b>Certificate</b> .
<b>Endorsement</b>	a written document formally recording any change or amendment to this <b>Policy</b> .
<b>Excess</b>	<b>Excess</b> means the amount specified in the <b>Certificate</b> that you must pay at our direction towards any <b>Liability, Loss or Your Legal Costs and Expenses</b> indemnified under an <b>Insuring Clause</b> in this <b>Policy</b> .
<b>Exclusion</b>	Those matters excluded from cover under this policy being set out in section 6 of this <b>Policy</b> .
<b>Good Samaritan Act/s</b>	any first aid or emergency medical assistance provided by <b>You</b> when present at an emergency by chance or in response to any call to emergency assistance, but it does not include any assistance provided for any valuable consideration unless that consideration forms part of <b>Your</b> normal income.

<b>HMRC</b>	His Majesty's Revenue and Customs.
<b>Injury</b>	death, bodily injury, illness or disease of or to any person.
<b>Insured Events</b>	<b>Insuring Clause(s)</b> means the clause(s) that set out the scope of our obligations to make any payments or to provide <b>You</b> with indemnity in respect of any <b>Claim, Dispute or Circumstance</b> , as long as <b>You</b> also comply with all of the other terms and conditions of this <b>Policy</b> .
<b>Legal Representative(s)</b>	the legal service providers, expert witnesses, investigation agents and other suitably qualified persons, who has been appointed to act for <b>You</b> in accordance with the terms of this <b>Policy</b> .
<b>Limit of Indemnity</b>	The limit of the indemnity set out in the <b>Certificate</b> .
<b>Malicious</b>	If the word "malicious" is not in bold type in this <b>Policy</b> then it has its normal meaning in English. <b>Malicious</b> means that:  <b>You</b> have admitted that the words were said or published in bad faith or recklessly, or that <b>You</b> knew they were untrue; or  a court has made a finding that the words were said or published in bad faith or recklessly, or that <b>You</b> knew they were untrue.
<b>Period of Insurance</b>	The period for which <b>We</b> have agreed to provide insurance cover to <b>You</b> under this <b>Policy</b> as shown in the <b>Certificate</b> , or until cancelled.
<b>Pharmacy Regulator</b>	Means the General Pharmaceutical Council, or such other body which at the time is officially recognised as the independent regulator for pharmacists, pharmacy technicians and pharmacy premises in Great Britain, or the Pharmaceutical Society of Northern Ireland (PSNI).
<b>Policy</b>	this <b>Policy</b> wording, the <b>Certificate</b> and <b>Endorsements</b> and any other documents expressly incorporated into this <b>Policy</b> .
<b>Premises</b>	any hospital, clinic, office or building which <b>You</b> occupy and control (whether temporarily or permanently) for the purposes of carrying out <b>Your Activities</b> .
<b>Premium</b>	The amount stated in the <b>Certificate</b> , which is subject to Insurance Premium Tax at the rate from time to time in force.
<b>Reasonable Prospects</b>	A chance that is 51% or greater.
<b>Retroactive Date</b>	<b>Retroactive Date</b> as specified in the <b>Certificate</b> .

<b>Standard Terms of Appointment</b>	The written terms and conditions in place from time to time that <b>We</b> require <b>Legal Representatives</b> to comply with, including in relation to providing information and reports to <b>Us</b> and in relation to hourly rates or other remuneration arrangements.
<b>Start Date</b>	The date this <b>Policy</b> starts (incepts), as specified in the <b>Certificate</b> .
<b>Sub-Agent</b>	The Pharmacy Insurance Agency.
<b>Territorial limit</b>	The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
<b>VAT</b>	Value Added Tax
<b>We, Us, Our</b>	Mission UK Series 3 Limited t/a Altea for and on behalf of Accelerant Insurance UK Limited
<b>Wrongful Act</b>	<b>Wrongful Act</b> means any negligent act, negligent error or negligent omission in the practice of <b>Your Activities</b> .
<b>You, Your, Yours, Insured</b>	The insured person declared to <b>Us</b> and named on the <b>Certificate</b> .
<b>Your Legal Costs and Expenses</b>	<b>Your Legal Costs and Expenses</b> means the professional fees and disbursements (together with VAT or other taxes if applicable) or <b>Your Legal Representatives</b> reasonably and necessarily incurred in representing <b>You</b> in investigations or proceedings covered under an <b>Insured Event</b> in this <b>Policy</b> . <b>Your Legal Costs and Expenses</b> include those professional fees and disbursements incurred in representing <b>You</b> in proceedings to enforce a judgment or order in <b>Your</b> favour, obtained at the conclusion of proceedings that are covered under an <b>Insured Event</b> in this <b>Policy</b> , where there are <b>Reasonable Prospects</b> of success in the opinion of <b>Your Legal Representatives</b> or a suitably qualified independent expert or leading counsel appointed by <b>Us</b> . <b>Your Legal Costs and Expenses</b> does not mean or include <b>Your</b> personal business, internal or overhead expenses, including wages, salaries, commission, bonuses or other remuneration or the cost of <b>Your</b> time. <b>Your Legal Costs and Expenses</b> does not mean or include any costs or expenses incurred in the course of <b>You</b> acting as a litigant in person.
<b>Your Activities</b>	<b>Your Activities</b> means <b>Your</b> professional services specifically described and as shown in the <b>Certificate</b> (including any "Available Policy Extensions" listed in that <b>Certificate</b> ), so long as:  i) <b>You</b> can evidence that <b>You</b> have received all necessary training and continued professional development activities to carry out those activities competently, and

	<p>ii) the <b>Pharmacy Regulator</b> would consider such activities to be a usual activity for a regulated pharmacy professional.</p> <p><b>Your Activities</b> includes <b>Your</b> activities as a student of pharmacy and as a pre-registration trainee.</p> <p><b>Your Activities</b> includes professional and business activities that are ancillary to, or necessary for the proper provision of, the professional services specifically described and as shown in the <b>Certificate</b>.</p> <p><b>Your Activities</b> does not include acting as a superintendent pharmacist if <b>You</b> are carrying out that role for ten or more branches or locations of any pharmacy business.</p>
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