

General Insurance Information

This schedule contains excerpts from the policy wording that applies to your insurance. It is intended as a brief synopsis of some of the most important terms and conditions relating to your insurance. The full policy wording detailing the full terms and conditions is available as a download on - www.thepharmacyinsuranceagency.co.uk/policywording, and we strongly encourage you to read it in full.

This insurance provides 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. The terms describe the protection you enjoy by dint of the insurance policy that is provided by underwriters and which has been arranged on your behalf by the Pharmacy Insurance Agency Limited.

A. PROFESSIONAL INDEMNITY.

In respect of Professional Indemnity a "Claim" means any demand from someone else against You, or an assertion of a right against You, alleging a Wrongful Act [that is, negligence in your pharmacy work], 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
Costs and Expenses incurred with Our prior written consent in the defence, handling or settlement of any Claim covered under Insured Events 1.1, 1.1a or 1.1b or 1.1c above.

B. THIRD PARTY (PUBLIC LIABILITY)

In respect of Third Party (Public Liability) a "Claim" means the following:

- 2.1** Your receipt of any oral or written allegation that You have or may have failed to comply with Your legal duties or responsibilities, whether by act or omission... in relation to actual or alleged physical or mental injury, disease or death of a visitor to Your Premises [that is, your work 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?

- 2.2** 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.

Third Party (Public Liability) Defence Costs and Expenses

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

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LEGAL DEFENCE COSTS INSURANCE

C. CRIMINAL PROSECUTION AND CIVIL PROCEEDINGS

In respect of Criminal Prosecution and Civil Proceedings, a "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 breached any anti-discrimination legislation, Health and Safety at Work Act 1974 and/or 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; Health and Safety at Work Act 1974 and /or under Section 13 of the Data Protection Act 1998, and or any related legislation

D. EMPLOYMENT DISPUTES

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 [that is, a claim against your employer] arising from or related to a contract of employment or contract for services entered into by You in connection with Your Activities [that is, your pharmacy work].

E. PROFESSIONAL DISCIPLINARY EPISODES

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

- i) That disciplinary proceedings will be commenced against You,
- ii) 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,
- iii) 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.

F. EXCLUSIONS (applicable to the whole of this Policy)

Known Claims and Circumstances

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- 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:
- any deliberate or wilful misconduct by You.
 - 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.
 - any racial harassment and/or inappropriate racially-motivated comments or statements, and/or any racial discrimination committed or carried out by You.
 - 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.
 - The performance of Your Activities while You are under the influence of intoxicants or narcotics.
 - any actual or alleged dishonest or fraudulent act or omission by You.
 - any other criminal act committed or carried out by You.
 - Any Claim or Dispute solicited by You or that results from collusion with someone else in the making of the Claim or Dispute.

Sexual Harassment

- 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 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.

Ownership

- 6.4** 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.

G.CONDITIONS (applicable to the whole of this Policy)

Notification

- 7.1** You must give Us 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.
- 7.2** 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.
- 7.3** Notwithstanding any Excess, any Claim or Dispute must be notified to Us without delay and handled and controlled by Us 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

- 7.4** 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.
- 7.5** 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.

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Registration and Licensing

- 7.6** 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

- 7.7** You must at all times take all reasonable steps to avoid or minimise loss including (but not limited to) the following.
- a) full and appropriate records must be kept of any emergency supplies and/or Patient Group Direction transactions.
 - b) 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;
 - c) You consider the appropriateness of Your competency to undertake specific tasks and You can evidence Your competence to undertake that task if required;
 - d) 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);

Data Protection Act 2018

- 7.8** It is agreed by You that any information provided to Us regarding You will be processed by Us, in compliance with the provisions of the Data Protection Act 2018 for the purposes of providing insurance in handling Claims and complaints, if any, which may necessitate providing such information to third parties.

Co-operation with Us and Legal Representatives

- 7.25** 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.
- 7.26** 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.