

# All Med Pro Medico-Legal Insurance



# All Med Pro Medico-Legal Insurance

Please read this policy carefully and in full to familiarise yourself with the terms and conditions, as well as the:



Medico/dentolegal and other helpline services



Consumer legal services website



Claims procedure.

If you are unsure about anything in this document please contact whoever you purchased your policy from.

## Telephone helplines

Medico/Dentolegal advice

Between 8.30am - 5.00pm: **0161 236 2002**

Out of hours: **0161 838 6799**

Legal advice on business matters within UK and EU law, 24 hours a day, 365 days of the year

**0344 571 7976**

Counselling assistance

**0333 000 2082**

Crisis communication

**0344 571 7964**

## Consumer legal services

[www.araglegal.co.uk](http://www.araglegal.co.uk)

Register on your first site visit using voucher code **AFE48BBE98B5**. Discover the law guide and download legal documents to help with consumer legal matters.

Many legal documents are free for you to download but some documents are subject to a modest fee.

## Main benefits of All Med Pro Medico-Legal Insurance

Protection for legal costs arising from:

- formal complaints and regulatory investigations
- professional disciplinary and fitness to practise hearings
- representation for police investigations and prosecutions
- attending a coroner's inquest.
- crisis communication

## Who is ARAG?

ARAG plc is part of the global ARAG Group, the largest family-owned enterprise in the German insurance industry. Founded in 1935, on the principle that every citizen should be able to assert their legal rights, ARAG now employs 4,000 people around the world and generates premium income of €1.8 billion.

Operating in the UK since 2006, ARAG plc provides a comprehensive suite of "before-the-event" and "after-the-event" legal insurance products and assistance solutions to protect both businesses and individuals.



# Important information

## Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning, usage is not reduced to a more reasonable level, we can refuse to accept further calls.

**Medico/Dentolegal advice 0161 236 2002** (Monday - Friday between 8.30am - 5pm excluding bank holidays); **0161 838 6799** (Out of hours)

Specialist advice on all aspects of medical & dental law, including clinical negligence claims, complaints procedures, GMC, GDC and NHS disciplinary procedures.

### **Legal and tax advice 0344 571 7976**

If you have a legal or tax problem we recommend that you call our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters within the UK. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

### **Counselling assistance 0333 000 2082**

Our qualified counsellors will provide free confidential support and advice by phone to you and your family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem.

### **Crisis communication 0344 571 7964**

Following an event that has attracted negative publicity which could affect your business, you can access professional public relations support from our Crisis communication experts at any time.

In advance of any actual adverse publicity, where possible, initial advice for you to act upon will be provided over the phone. If your circumstances require professional work to be carried out at that time, we can help on a consultancy basis and subject to you paying a fee.

Where an event has led to actual publicity online, in print or broadcast, that could damage your business, you are insured against the costs of crisis communication services under Insured event 12 when you use this helpline.

## Consumer legal services

[www.araglegal.co.uk](http://www.araglegal.co.uk)

### **Getting started**

Click on the "How our services work" button on the home page to take a two-minute tour of our Consumer legal services website. Learn more about what the website offers and how you can use it to save legal costs, for example you can get a free will. You will need to enter voucher code **AFE48BBE98B5** when you register to use the website. Once you have registered you can access the site at any time to create and securely store your legal documents.

### **More help?**

You will find helpful guidance notes and pop-up examples as you build your documents and a review service is available for the most complex documents. Where it is available this service attracts a fee. You will need to order the review service before you start building your document if you require it. Click on the Contact button to seek technical support if you have problems using the website. Our digital support team cannot give you legal or insurance advice.

## Important information (continued)

### Claims procedure

#### Telling us about your claim

- 1) If **you** need to make a claim **you** must tell the **appointed advisor** as soon as possible.
- 2) If **you** instruct **your** own solicitor without telling **us**, **you** will have to pay for costs that are not covered by this policy.
- 3) To report a claim call **0161 236 2002** (Monday - Friday between 8.30am - 5pm excluding bank holidays) or **0161 838 6799** (out of hours).

#### What happens next?

- 1) **We** will send **you** a written acknowledgment by the end of the next working day after we receive notification from the **appointed advisor**.
- 2) Within five working days of receiving all the information needed to assess the availability of cover under the policy, **we** will write to **you** either:
  - a) confirming cover under the terms of **your** policy and advising **you** of the next steps to progress your claim; or
  - b) if the claim is not covered, explaining in full the reason why and advising whether **we** can assist in another way.
- 3) When an advisor is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate.
- 4) **We** will check on the progress of **your** claim from time to time. Sometimes matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## Important information (continued)

### Privacy statement

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website

#### **Collecting personal information**

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

#### **Using personal or sensitive information**

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

#### **Keeping personal information**

We shall not keep personal information for any longer than necessary.

#### **Your rights**

You have a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when we will not be able to delete personal data, please refer to our full privacy statement.

### **What happens if the insurer cannot meet its liabilities?**

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk)

# All Med Pro Medico-Legal Insurance

This policy is evidence of the contract between **you** and the **insurer**. The policy and schedule shall be read together as one document.

Terms that appear in bold type have special meanings. Please read **Meaning of words & terms** for more information.

## Your policy cover

Following an Insured event, the **insurer** will pay **legal costs & expenses** including the cost of appeals, up to £100,000 (or as otherwise specified in the policy) for all claims related by time or originating cause subject to all of the following requirements being met.

- 1) **You** have paid the insurance premium.
- 2) **You** keep to the terms of this policy and cooperate fully with **us**.
- 3) Unless otherwise stated in this policy, the Insured event arises
  - a) in connection with **your** profession
  - b) from a "good Samaritan act", where **you** have provided immediate medical assistance in response to an unexpected event which has caused injury to another party, outside of **your** working hours and occurs within the UK, Isle of Man or Channel Islands.
- 4) The claim
  - a) always has **reasonable prospects of success** and
  - b) is reported during the period of insurance and as soon as **you** first become aware of circumstances which could give rise to a claim.
- 5) Unless there is a conflict of interest, **you** must agree to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.
- 6) Any dispute will be dealt with through mediation, a court or by a regulatory authority.

**We** consider that a claim has been reported to **us** when **we** have received notification from the **appointed advisor**.



## Insured **events covered**

### 1 Regulatory protection

#### a) Responding to an official complaint

**You** receive formal notice from **your** regulatory body that a complaint has been brought against **you**

- i) that raises questions about **your** fitness to practise and,
- ii) requires **you** to formally respond.

#### b) Regulatory investigations

Following a claim that **we** have accepted under Insured event 1a) above; **you** receive notice from **your** professional regulatory body that they will investigate **your** conduct, performance or suitability to practise.

#### c) Disciplinary and fitness to practise hearings

**You** receive notification from **your** regulatory body that **you** are required to attend a fitness to practise or similar disciplinary hearing.

#### d) Regulatory appeals/loss of registration

**We** will appeal against

- i) a finding that **your** fitness to practise has been impaired, or
  - ii) any other adverse finding or penalty imposed by **your** regulatory body,
  - iii) a decision by **your** regulatory body to suspend, impose restrictions on or terminate **your** professional registration
- provided that **you** have suitable grounds on which to bring an appeal.

### What is not covered under Insured event 1

- a) Costs incurred in excess of £1,000 for all complaints brought by or on behalf of the same patient.
- b) A routine inspection by a regulatory authority.

### 2 Legal defence

#### a) Criminal investigations

A criminal investigation and/or enquiry by:

- i) the police or
  - ii) other body with the power to prosecute where it is suspected that **you** have committed an offence
- i) in the course of **your** professional practise or
  - ii) in **your** personal capacity that may impair **your** fitness to practise
  - iii) involving **your** use of a motor vehicle.

#### b) Criminal prosecution defence

Following an investigation or enquiry described in a) above for which **we** have provided representation for **you**, **you** are charged with a criminal offence and receive notice of prosecution.

### What is not covered under Insured event 2

- a) Any claim relating to a parking offence.
- b) Any claim relating to a parking offence.

### 3 Coroner's inquests

**You** are called to attend a coroner's inquest hearing or pre-inquest review/hearing.

### What is not covered under Insured event 3

Costs incurred in excess of £25,000.

## Insured **events covered** (continued)

### 4 Contract Disputes (Professional)

A breach or alleged breach of an agreement or alleged agreement that **you** have entered into in respect of:

- a) the purchase of equipment, pharmaceutical supplies and other goods, required by **you** to practise, or
- b) goods or services used for the benefit of **your** patients.
- c) terms of engagement to practice under an associate agreement.

### What is not covered under Insured event 4

Any claim arising from or relating to:

- a) an amount which is less than £200
- b) a dispute that arises from a lease or service agreement
- c) the sale or purchase of land or buildings other than the premises from which you practise
- d) loans, mortgages, endowments, pensions or any other financial product
- e) computer hardware, software, internet services or systems that have been tailored to your requirements
- f) the settlement payable under an insurance policy
- g) a dispute relating to an employee
- h) adjudication or arbitration
- i) a claim that arises from breach that occurs, or it is alleged has occurred during the first 60 days from the start of cover under this policy
- j) Primary Care Network Agreements
- k) disputes between you and a dental practise, unless in relation to 4 c)

### 5 Crisis communication

Following an event which causes significant adverse publicity or reputational damage which is likely to have a widespread financial impact on your business, we will:

- a) liaise with you and your solicitor (whether the solicitor is an appointed advisor under this policy, or acts on your behalf under any other policy) to draft a media statement or press release
- b) prepare communication for your staff/customers/suppliers and/or a telephone or website script or social media messaging
- c) arrange, support and represent the insured at an event which media will be reporting
- d) support the insured by taking phone calls/emails and managing interaction with media outlets
- e) support and prepare the insured for media interviews provided that you have sought and followed advice from our Crisis communication helpline.

### What is not covered under Insured event 5

Any claim arising from or relating to:

- 1) matters that should be dealt with through your normal complaints procedures
- 2) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast
- 3) costs incurred in excess of £25,000.

## What is **not covered** by this policy (applicable to the whole policy)

**You** are not covered for any claim arising from or relating to:

- 1 costs incurred without **our** consent
- 2 any actual alleged or historic act omission or dispute; happening before or allegedly happening before, or existing at the start of the insurance provided by this policy, and which **you** knew or should have known could lead to a claim
- 3 an allegation against **you** involving:
  - a) illegal immigration
  - b) money laundering or bribery offences, breaches of international sanctions, fraud, financial crime, or any other financial crime activities except in relation to Insured event 5 Crisis communication
- 4 patents, copyrights, registered designs and confidential information
- 5 a franchise agreement or an agency agreement through which one party has the legal capacity to alter the legal relations of the other
- 6 a judicial review

## What is **not covered** by this policy (Continued)

- 7 a dispute with **us**, the **insurer** or the party who arranged this cover not dealt with under Condition 5
- 8
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
  - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action.
- 9 The payment of fines, penalties, costs awarded by a court of criminal jurisdiction or compensation awarded against **you**.

## Policy **conditions**

Where the **insurer's** risk is affected by **your** failure to keep to these conditions the **insurer** can refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from **you** if this happens.

### 1 **Your responsibilities**

**You** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve any claim in **your** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- d) allow the **insurer** at any time to take over and conduct any claim in **your** name.

### 2 **Freedom to choose an appointed advisor**

- a) In certain circumstances as set out in 2b) below **you** may choose an **appointed advisor**. In all other cases, no such right exists and **we** shall choose the **appointed advisor**.
- b) If:
  - i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against **you**, or
  - ii) there is a conflict of interest **you** may choose a qualified **appointed advisor**.
- c) Where **you** wish to exercise the right to choose, **you** must write to **us** with **your** preferred representative's contact details.
- d) Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them, including rates which may be lower than those available from other firms).
- e) If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, the **insurer's** liability in respect of that claim will end immediately.

### 3 **Consent**

**You** must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.

### 4 **Settlement**

- a) The **insurer** can settle the claim by paying its reasonable value.
- b) **You** must not negotiate or settle the claim without **our** written agreement.
- c) If **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further costs.

### 5 **Barrister's opinion**

**We** may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of **your** claim. If the opinion supports **you**, the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on **you** and **us**. This does not affect **your** right under Condition 6 below.

## Policy conditions (continued)

### 6 Arbitration

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If **we** and **you** fail to agree on a suitable person to arbitrate the matter, **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

### 7 Other insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

### 8 Fraudulent claims and claims tainted by dishonesty

- a) If **you** make any claim which is fraudulent or false, the policy shall immediately become void and all benefit under it will be lost.
- b) **You** shall at all times be entirely truthful and open in any evidence, disclosure or statement **you** give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of any claim, it appears to the **appointed advisor** that **you** have breached this condition and that the breach has:
  - i) affected **our** assessment of **reasonable prospects of success**, and/or
  - ii) prejudiced in any part the outcome of **your** claim the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of **your** breach.

### 9 Cancellation

- a) **You** may cancel the policy, or where **you** are part of a group within a practice for whom this insurance has been arranged, **you** may cancel **your** inclusion in the insured group:
  - i) within 14 days of the date of its purchase with a full refund of premium paid provided that a claim has not been accepted; or
  - ii) at any other time by giving **us** at least 21 days written notice and the **insurer** will refund the premium for the time remaining of the **period of insurance** unless a claim has been or is later accepted by **us** in which case no refund of premium shall be allowed.
- b) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving you at least 21 days written notice. The **insurer** will refund the premium for the time remaining of the **period of insurance**. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
  - i) where **you** fail to cooperate with or provide information to **us** or the **appointed advisor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests,
  - ii) where **you** use threatening or abusive behaviour or language, or intimidate or bully **our** staff or suppliers,
  - iii) where **we** have evidence that **you** have committed a fraudulent act
- c) The **insurer** may also cancel the policy and refund the premium for the remaining **period of insurance** if at any time **you**:
  - i) enter into a voluntary arrangement or a deed of arrangement or
  - ii) become bankrupt, are placed into administration, receivership or liquidation or
  - iii) have **your** affairs or property in the care or control of a receiver or administrator.

### 10 Acts of parliament, statutory instruments, civil procedure rules & jurisdiction

All legal instruments, bodies and rules referred to within this policy shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This policy will be governed by English law.

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

A person who is not insured by this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

## Meaning of words & terms

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

### Appointed advisor

- 1 BLM Law
- 2 mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

### Insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

### Legal costs & expenses

Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.2.

### Period of insurance

The period shown in the schedule to which this policy attaches. (The period of insurance shall otherwise expire on earlier cancellation of this policy).

### Reasonable prospects of success

- 1 Where **you**
  - a) admit a regulatory breach or plead guilty to criminal charges, a greater than 50% chance of reducing any penalty, sentence or fine or
  - b) refute a complaint that has been made to a regulatory body or plead not guilty to criminal charges; a 50% chance or more that **your** rebuttal of the complaint or plea to the court being accepted.
- 2 For an appeal, a greater than 50% chance that **your** appeal will be successful.

Where it has been determined that **reasonable prospects of success** do not exist, **you** will be liable to pay any legal costs incurred should **you** defend **your** claim irrespective of the outcome.

### We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

### You/Your

The healthcare professional named in the schedule.

Signed by



Managing Director  
ARAG plc

## How we handle complaints

### Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:



**0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).



**customerrelations@arag.co.uk**



**ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.**

### Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. From 1 April 2019 the FOS will normally deal with complaints from small business with an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million.



**0800 023 4567 or 0300 1239 123**



**complaint.info@financial-ombudsman.org.uk**



**Financial Ombudsman Service, Exchange Tower, London, E14 9SR.**

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

You can read more about our complaints procedure on our website:

<https://www.arag.co.uk/contact/making-a-complaint>

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).

[www.arag.co.uk](http://www.arag.co.uk)