

# Practitioner Insurance

## Insurance Product Information Document



**Company: QBE UK Limited**

**Product: Practitioner Policy**

This insurance is underwritten by QBE UK Limited. QBE UK Limited is registered in England number 01761561. Registered Office: 30 Fenchurch Street, London, EC3M 3BD, United Kingdom. QBE UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Legal Expenses section is underwritten by ARAG Legal Expenses Insurance Company Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and Prudential Regulation Authority. Registered in England and Wales.

This document provides a summary of your insurance cover and its restrictions. It is not specific to your individual requirements. For complete pre-contractual and contractual information, please refer to your other policy documents. Please read them carefully.

### What is this type of insurance?

This is a package insurance policy providing a range of cover options for Public and Products Liability, Employers Liability, Professional Indemnity, Legal Expenses, Practitioner Contents, Loss of Revenue, Temporary Suspension of Registration Certificate and Personal Accident (OPTIONAL) as more fully described in the insurance contract wording.



### What is insured?

#### ✓ **Public and Products Liability**

Damages and costs you are legally liable to pay and defence costs in respect of:

- Personal injury to a third party
- Accidental damage to third party property
- Accidental: obstruction, trespass or nuisance to third party property
- False arrest, malicious prosecution, unlawful detention, wrongful eviction, or invasion of privacy

#### ✓ **Employers' Liability**

Damages and costs you are legally liable to pay and defence costs in respect of:

- Personal injury to employees in the course of their work for you

#### ✓ **Professional Indemnity**

Damages and costs you are legally liable to pay for:

- breach of professional duty or negligence
- Defamation
- Invasion of privacy or publicity rights
- Infringement of intellectual property rights
- Other civil liability

#### ✓ **Legal Expenses**

Legal costs and expenses in relation to:

- Employment disputes and Compensation Awards; Employment Restrictive Covenants; Tax and Property disputes; Legal Defence; Compliance and Regulation; Statutory Licence Appeals; Loss of Earnings; Personal Injury; Executive Suite cover; Contract and Debt Recovery; Crisis Communication

#### ✓ **Practitioner Contents**

Accidental damage to:

- Contents used solely in connection with the business and not insured elsewhere
- Property damaged by or Personal property of minded children while in your care
- Property used by you in connection with your business

#### ✓ **Loss of Revenue**

- Interruption or interference with your business following accidental damage (by any cause that is insured under the Practitioner Contents section) to property used at the premises

#### ✓ **Temporary Suspension of Registration Certificate**

- Loss of revenue and increased costs of working caused by temporary suspension of your registration certificate

### OPTIONAL COVER

#### **Personal Accident**

- Accidental bodily injury resulting in death, loss of limb, loss of sight, hearing or speech, permanent disablement or temporary total disablement (including medical expenses)



### What is not insured?

The policy details the exclusions in full. **Some** exclusions are:

#### **General Exclusions**

- ✗ Damage or consequential loss arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- ✗ Confiscation, requisition or expropriation of property
- ✗ Cyber risks
- ✗ Biological, chemical or nuclear, radioactive contamination
- ✗ War and terrorism

#### **Applicable to all EXCEPT Employers' Liability and Legal Expenses sections:**

- ✗ Pollution unless caused by a sudden, identifiable, unintended and unexpected event
- ✗ Communicable disease

#### **ONLY applicable to Practitioner Contents, Loss of Revenue, Temporary Suspension of Registration Certificate and Personal Accident Sections**

- ✗ Wear and tear or gradual deterioration
- ✗ Riots and civil commotion in Northern Ireland
- ✗ Property undergoing heat processes
- ✗ Theft or attempted theft involving you or your employees as a principal or accessory
- ✗ Vacant or unoccupied premises

#### **ONLY applicable to Public Products Liability and Professional Indemnity sections:**

- ✗ Asbestos
- ✗ Electronic risks

#### **Public and Products Liability**

- ✗ Personal injury to children not in your direct care or to family
- ✗ Personal injury or damage arising from use of aircraft, watercraft, lifts, boilers or vehicles where motor insurance is required by law
- ✗ Damage to property owned by or in the care, custody or control of you or your family
- ✗ Damage to property with known or suspected defects
- ✗ Second-hand or pre-owned products not meeting requirements
- ✗ Provision of treatment (unless otherwise specified), diagnosis, therapy, medical advice or professional neglect in services by you
- ✗ Fungal pathogens
- ✗ Dangerous dogs

#### **Employers Liability**

- ✗ Ownership, possession or use of motor vehicles for which insurance is required by law

#### **Professional Indemnity**

- ✗ Bodily or psychological injury, sickness, disease or death or property damage (except under Loss of Documents extension)
- ✗ Actual or attempted sexual relations, contact, intimacy, harassment or exploitation
- ✗ Fraudulent or criminal acts, errors or omissions
- ✗ Claims from entities you control or which control you



## What is not insured? Continued...

### Legal expenses

- ✗ Legal problems that started before the date your cover began
- ✗ Claims where the lawyer ARAG appoints for you does not believe you will be more likely than not to win your case
- ✗ Costs you incur before ARAG has agreed to cover your claim
- ✗ Fines, penalties or compensation (unless specifically covered)

### Practitioner contents

Damage caused by or consisting of:

- ✗ Wear and tear, or depreciation or diminution in value
- ✗ Faulty design, materials or workmanship.
- ✗ Mechanical or electrical breakdown or defect.
- ✗ Cleaning, repairing or maintenance processes.
- ✗ Use contrary to manufacturer's instructions
- ✗ Theft or attempted theft from unattended vehicles or buildings where forcible entry is not required

### Loss of revenue

- ✗ Loss from interruption of or interference with your business caused by damage not covered by the Practitioner Contents section or the compulsory closure extension, or bursting of boilers or steam vessels or the explosion of machinery requiring statutory inspection

### Temporary Suspension of Registration Certificate

- ✗ Where registration certificate is subsequently cancelled
- ✗ Causes wholly or partly within or under your control
- ✗ Where compensation is available under legislation
- ✗ Suspension arising from a change in the law

### Personal Accident (Optional)

- ✗ Death, loss of limb, sight, hearing, speech, or disablement caused by suicide or intentional self-inflicted bodily injury, reckless acts, sickness, illness, or disease, mental, psychological or psychiatric condition, hazardous activities, medical treatment not prescribed by a qualified healthcare practitioner, medical expenses recoverable from another source
- ✗ Existing condition which aggravates a bodily injury



## Are there any restrictions on cover?

- ! Territorial and jurisdictional limits apply to specific sections of this policy
- ! Where an excess is stated in the policy or schedule you will be responsible for paying the first amount of each and every claim
- ! Cover is restricted to the amount of any applicable sum insured or other limit specified in the schedule or policy
- ! Legal expenses cover requires reasonable prospects of success
- ! Unless stated otherwise elsewhere in the policy where the subject of a claim under this policy is covered by any other insurance we will only pay our rateable proportion of the claim
- ! Endorsements may apply to your policy. These will be shown in your policy documents



## Where am I covered?

- ✓ **For all sections other than Legal Expenses** you are covered in the United Kingdom, Channel Islands, Isle of Man. Some sections provide limited extensions of cover. For example, temporary visits abroad in specified circumstances. Check your policy documents for full details.
- ✓ **For Legal Expenses section only:**
  - ✓ for Insured Events 6. Legal defence and 12. Contract & Debt Recovery you are covered in the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union;
  - ✓ for all other Insured Events you are covered in the United Kingdom, Channel Islands and the Isle of Man.



## What are my obligations?

- You must provide a fair presentation of the risk
- You must answer all our questions honestly, accurately and provide true and complete information
- You must tell us as soon as reasonably practicable and in any event within 30 days of any material changes that may affect your insurance
- You must take reasonable steps to prevent or mitigate any loss or damage
- You must comply with all the terms and conditions and conditions precedent set out in the policy document
- In the event of a claim or circumstance likely to give rise to a claim or loss you must take note of the required procedure. You must comply with the claim notification procedure which includes the obligation to notify us as soon as practicable but in any event within the specified time periods outlined in the policy. The details of this procedure will vary depending on the section under which you are claiming
- You must fully cooperate with us in the event of a claim
- You must pay your premium on time



## When and how do I pay?

The premium amount and due date will be stated in your schedule. Premium for this policy must be paid through your insurance intermediary



## When does the cover start and end?

The standard policy period is typically 12 months. The contract will start and end on the date stated on your schedule



## How do I cancel the contract?

You may cancel this policy by giving written notice of cancellation to us, quoting your policy number

You can cancel the policy free of charge within 14 days from the inception day of the policy and you will receive a full refund of the premium. If you cancel the policy after 14 days from the inception day, we may refund any unearned premium calculated pro-rata to the annual premium and subject to an additional charge of £40 to cover the administrative cost of providing the insurance

If a claim has been submitted or there has been any incident likely to give rise to a claim no refund will be given for the unexpired premium