
What is a summary of cover?

It gives you an idea of what a Hiscox insurance policy has to offer, and the main facts about the cover, without going into all the terms and conditions. This one outlines how our professional indemnity insurance policy can help fully qualified members of the Association of British Dispensing Opticians.

If you need more information or to access the policy wording, please contact your insurance broker, G D Anderson & Co Ltd, on 01832 720 000.

Policy name: Hiscox medical malpractice insurance 8119 WD-PIP-UK-MM (8)

Type of insurance: Professional indemnity (Medical malpractice)

Underwritten by: Hiscox Insurance Company Limited.

Professional indemnity cover in a nutshell

Professional indemnity insurance covers you for compensation you have to pay to your clients because of problems with your work. The limit of indemnity you choose will include legal defence costs and any subsequent damages awarded against you. It may also pay for mistakes to be corrected and reimburse you for fees that your client might refuse to pay.

The limit of indemnity you select will provide cover for the total of all claims made against your business during the policy period.

This policy is specifically designed for professionals who work in the medical sector, including dispensing opticians

Key benefits: what risks are you protected against?

Cover includes the following.

- Cover is for claims brought against you during the period of insurance for allegations of malpractice arising from your activity as a dispensing opticians and contact lens opticians.
- Cover is also included for 'Samaritan acts' where you administer treatment at the scene of a medical emergency.
- Where there are disputes between you and your client, to avoid a legitimate claim, we may pay the amount owed to you.
- Cover extends to include students of the ABDO while under direct supervision of a current member who is insured under this policy.
- Cover will usually indemnify you for both the legal costs of defending a claim against you and any sum you may subsequently have to pay as compensation.
- An aggregate limit of indemnity of £5,000,000 applies per member and a total of £250,000 of cover for defence costs per member over the entire period of insurance.
- Entity cover in place to protect member's businesses for any work undertaken by optometrists and ophthalmologists (who are required to have their own cover in place).

The small print: significant or unusual exclusions and limitations

- You will normally have to pay an initial contribution towards each claim (the excess). These excesses may vary by your choice of cover or our underwriters' assessment. Your schedule of insurance will show the specific excesses applicable to your policy.
- We can only cover work that you've told us your business does, and that we've agreed to insure.
- Any claims or circumstances which could give rise to a claim in future, or shortcomings in your work which you knew about or ought reasonably to have known about before the policy started are not covered.
- Excludes claims brought outside the United Kingdom.
- Excludes claims due to a fitting and / or use of punctal plugs or similar items for reducing dry-eye symptoms.

We will not pay for claims:

- arising from activities in the USA or Canada;
- based upon, or arising out of any prior or pending litigation or proceedings;
- based upon, or arising out of any act which was dishonest, fraudulent or known not to be in the interests of the charity;
- based upon, or arising out of your operation or administration of any defined benefit;
- based upon, or arising out of any wrongful act after you merge or consolidate with another company;
- based upon, or arising out of any employment claim.

Your side of the bargain

Remember, your premium and insurance cover will be based specifically on the details you provide to us. So the information you give us will form a record of your unique combination of demands, needs and circumstances.

Please make sure the information you send us is complete and accurate, and inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of a policy.

You need to bear in mind:

- if you fail to disclose any information material to the insurance you could invalidate the policy and claims may not be paid;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- please be aware of all terms and conditions of your policy as failure to comply with them could invalidate it;
- in the event of a claim, you should take note of the required procedures, such as prompt notice to us of the claims, as stated in the policy documentation;
- as with any insurance, you have an obligation to take reasonable steps to mitigate any loss.

Duration of contract

The contract period will be clearly shown in the policy document.

Cancellation rights

You or we may cancel the master policy by giving 30 days' notice. If the insurance is cancelled, G D Anderson & Co Ltd will inform you.

Data protection

By accepting this insurance, you consent to us using the information we may hold about you for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about you where this is necessary (for example health information or criminal convictions). This may mean we have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded.

Claims service

If a claim is made against you or you become aware of anything which is likely to give rise to a claim, or you suffer a loss covered by the insurance, you should contact G D Anderson & Co Ltd on 01832 720 000 immediately. You will need to provide your Hiscox policy number HU P16 1551849 and full details of the claim or loss, including the date, amount and circumstances. It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK.

Hiscox prides itself on its fast, efficient, fair and sensible claims service, offering access to expert legal teams.

Questions and complaints

If you have a question or complaint, please speak to G D Anderson & Co Ltd in the first instance. If you remain dissatisfied with the response, you can contact our Customer Relations team at:

Hiscox Customer Relations, Hiscox House, Sheepen Place, Middleborough, Colchester, Essex CO3 3XL

or by telephone on +44 (0)1206 773 705

or by email at customer.relations@hiscox.com.

Our Customer Relations team will do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

If for any reason we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS). For further information visit: www.fscs.org.uk.