



The Psychologists Protection Society Members Professional Protection Plan Terms and Conditions

1. Understanding Your Plan

- 1.1. This Plan consists of:
 - (a) the Plan Terms and Conditions;
 - (b) the Plan Certificate; and
 - (c) any additional endorsements.
- 1.2. This Plan has been arranged by Us, The Psychologists Protection Society. It is designed to protect You in the occurrence of:
 - (a) a Formal Investigation against You by the Regulatory or Professional Body in relation to Your Business Activity, or
 - (b) a Legal Claim against You by a Third Party in relation to Your Business Activity, or
 - (c) loss, damage or destruction of Documents.
- 1.3. The extent of the Plan depends on Your Benefit Level – Gold, Silver or Bronze; please see Your Plan Certificate and the corresponding pages of 11-13 of this document for further details.
- 1.4. We will provide Benefit up to the Claim Limit per claim only and only one claim may be made in respect of any Event. We will only provide Benefit up to the Plan Limit in aggregate of all claims.
- 1.5. Eligibility – In order to be eligible for this Plan, You must satisfy the following criteria at Your application for, and during the life of, this Plan:
 - (a) Students
You must be studying on a course that is approved by and/or leads to an eligible Occupations (see clause 1.5(d) below) and registration with a recognised Regulatory or Professional Body in the UK or Ireland in a relevant field of counselling, specific disciplines of psychology or psychotherapy (see eligible Occupations in section 1.5(d) below).
 - (b) Practicing Professionals
 - i. Must be qualified with an appropriate qualification that is approved by a recognised Regulatory or Professional Body in the UK or Ireland in a relevant field of counselling, specific disciplines of psychology or psychotherapy (see eligible Occupations in section 1.5(d) below); and/or
 - ii. An accredited/chartered/full member of a recognised Regulatory or Professional Body in the UK or Ireland in a relevant field of counselling, specific disciplines of psychology or psychotherapy see eligible Occupations in section 1.5(d) below); and
 - iii. Where You are working within a protected title within a regulated framework You must be registered with the relevant Regulatory or Professional Body; and
 - iv. You must be resident in the United Kingdom or the Republic of Ireland.
 - (c) Where section 1.5 (a) ii is not satisfied You must be to be carrying out Continuous Professional Development relevant to Your area of work and Your supervisor must be registered in an eligible Occupation (see section 1.5(d) below) with a relevant Regulatory or Professional Body.
 - (d) Eligible Occupations shall be limited to:
 - i. Analytical psychology, analytical therapy, art therapy, arts therapy, anthroposophical therapeutic art practice, anthroposophical therapeutic speech, , child psychology, cognitive analytic therapy, cognitive behaviour therapy, counselling, counselling psychology, dance and movement psychotherapy, drama therapy, educational psychology, eye movement desensitization, family therapy, forensic psychology, gestalt therapy, group analysis, group facilitation, group work, health psychology, hypnosis, hypnotherapy, Jungian analysis, logotherapy, mentoring, mindfulness, music therapy, neuro developmental therapy,



neuropsychology, pastoral counselling, person centred counselling, play therapy, psychoanalysis, psychoanalytic therapy, psychodrama, psychometrics, psychosexual counselling, psychosynthesis, psychotherapy, sand play therapy, scheme therapy, sensory integration, singing therapy, solution focussed brief therapy, spiritual direction, supervision, systematic therapy, therapeutic arts practice, therapeutic play, transactional analysis.

- ii. The following as considered eligible Occupations where part of and accompanied by an Occupation listed at 1.5(d): behaviour analysis and therapy (subject to being a member of the Regulatory or Professional Body), expert witness, family mediation, family therapy, focusing, life coaching, personal coaching, psychological wellbeing practice (subject to being a member of the Regulatory or Professional Body), theraplay, training.
- iii. Other occupations/areas of work not listed above may be considered as eligible Occupations if You apply to Us in writing and We provide our prior agreement in writing (at Our discretion) that such will be covered under this Plan. Where We agree to such occupations/areas of work (not listed above) being covered under this Plan, such shall be specified on Your Plan Certificate.

2. Important Information

It is important that You read these Plan Terms and Conditions carefully and make sure You understand them as they set out the requirements of Your Plan. If You do not fully comply with the Terms and Conditions it may jeopardise Your Plan or a claim made under it.

You are protected from the Start Date of the Plan Period set out in Your Plan Certificate. Your Plan Certificate, these Plan Terms and Conditions and any endorsements show what is included and also what is not included; please ensure You keep them in a safe place so You can read them again if You need to.

If You find that this Plan is not suitable for You or that there is anything that You do not understand, please contact Us. Please refer to section 13 'Cancellation' of these Plan Terms and Conditions if You wish to cancel the Plan.

The information You provide as part of the application for this Plan forms part of the contract between You and Us, and any changes to such information must be immediately notified to Us. Your Plan is validated by the issue of a Plan Certificate, containing Your Plan details and providing Your Plan Number.

3. Definitions

Wherever the following words and phrases appear with a capital letter, they will always have the following meanings:

Benefit	The benefits available to You under this Plan, as detailed in section 4, the limits of which are shown under Your Benefit Level.
Benefit Level	The level of Benefit applicable to You during the Plan Period, as stated on Your Plan Certificate and as further detailed in pages 11-13 of this document. The Benefit Level is either Gold, Silver or Bronze.
Business Activity	The provision of Your Occupation in talking and listening therapy, psychology advice or services by You (see eligible Occupations in clause 1.5(d)).
Claim Limit	The maximum amount of Benefit that We will provide to You in the event of a claim on this Plan, as shown on Your Plan Certificate in pages 11-13 of this document.
Consequential	Any losses which do not arise directly from the Event, such as (but not



Loss(es)	limited to), economic loss, loss of profit, loss of goodwill, damage to reputation, loss of a contract or business opportunity.
Defence Costs	Reasonable and necessary costs, expenses, charges and fees (including but not limited to lawyers' and experts' fees and disbursements, but excluding Your internal expenses) incurred in defending or investigating a Legal Case against You in connection with Your Business Activity.
Documents	Documents (other than bearer bonds, coupons, shares, bank notes, currency notes, stamps and other negotiable instruments) whether in physical or electronic format for which You are, in connection with a Business Activity, legally responsible to a Third Party (such as, but not limited to, case notes).
Employee	A Person who holds a contract of employment with You.
Event	An incident which may or does give rise to a claim under this Plan.
Event Date	The date of first occurrence of the Event.
Formal Investigation	A formal investigative inquiry by Your Regulatory or Professional Body into Your conduct of Business Activity, brought and maintained within the Geographical Limits and first arising during the Plan Period.
Formal Investigation Expenses	Reasonable and necessary legal fees and related professional charges which You incur in Your representation at a Formal Investigation where Your attendance is required by the Regulatory or Professional Body conducting the Formal Investigation, where such fees and charges are incurred after You have been notified in writing by the Regulatory or Professional Body that You are being investigated for misconduct or a Wrongful Act.
Geographical Limits	You must be resident in the United Kingdom or the Republic of Ireland in order to be eligible for this Plan. The Geographical Limits are extended to cover work You undertake within the European Economic Area and Switzerland providing You are licenced and qualified to work in such areas, and the relevant countries have been declared to and accepted by Us, and are shown on Your Plan Certificate.
Legal Case	A case brought against You in the Geographical Limits by a Third Party, for Your misconduct or Wrongful Act in relation to Your Business Activity.
Loss	Where prior disclosed to Us and approved in writing: <ul style="list-style-type: none"> • Formal Investigation Expenses and/or • Defence Costs in a Legal Case against You and/or • damages, judgements, awards of claimant costs and sums payable pursuant to settlements made against You in either the Formal Investigation or the Legal Case against You for which You are legally and personally liable to pay.
Occupation	Your occupation, as listed in eligible occupations in clause 1.5(d), and as shown on Your Plan Certificate, resulting in Your Business Activity.
Personal Injury	Bodily injury, mental illness, emotional distress, sickness, disease or death.
Plan Certificate	The document issued to You by Us at the provision of this Plan, confirming Your name, the Benefit Level applicable, the Claim Limit, the Plan Limit, the Plan Period and Your Plan Number.
Plan Limit	The maximum amount of Benefit We will be liable for under this Plan, in aggregate of all claims.
Plan Number	The number We issue to You as set out on Your Plan Certificate.
Plan Period	The period of time within which this Plan applies, as shown on Your Plan Certificate.
Property Damage	Physical damage to or destruction or loss of use of any tangible property.
Reasonable Prospects of Success	In relation to a Legal Case, the likelihood that You will successfully defend the Legal Case and, avoid any award or judgement being



	made against You, being greater than 51%.
Regulatory or Professional Body	Any applicable regulatory or professional body within the talking and listening therapies sector of which You are a member (or, if You are a student, which has approved Your course/qualification and of which You will become a member upon qualification/successful completion of Your course).
Start Date	The date that Your Plan commences, as shown in Your Plan Certificate.
Third Party	Any legal or natural person(s) or partnership other than You.
We/Us/Our	The Psychologists Protection Society, a trading name for the Psychologists Protection Society Trust (PPST), The eCentre, Cooperage Way, Alloa, FK10 3LP, Tel: 0333 320 8074, email: enquiries@ppstrust.org
Wrongful Act	In relation to Your Business Activity, an actual or alleged: <ul style="list-style-type: none"> • failure to perform • negligent act, error or omission, • libel, slander or any other form of defamation • dishonesty of Your Employee • loss, damage or destruction of documents. It does not include acts of a physical nature towards any persons.
You/Your	The person whose name is shown on the Plan Certificate, who meets the eligibility criteria set out in section 1, and who resides in either the United Kingdom or the Republic of Ireland.

4. What is Included

Providing any payment due for Your Plan has been paid in full when due, and providing You comply with the Terms and Conditions of this Plan, We will provide You with the following Benefits shown in this Plan up to the Claim Limit and the Plan Limit, where You have incurred a Loss due to a Formal Investigation by the Regulatory or Professional Body or a Legal Case against You by a Third Party, in respect of an actual or alleged:

- (a) failure to perform, or negligent act, error or omission in the performance of, treatment or services which are, or if performed would be, within the Business Activity, by You, or a person, partnership, firm or administrator acting on Your behalf, or Your predecessor in business
- (b) Libel, slander or any other form of defamation by You;
- (c) Breach of confidentiality by You;
- (d) Dishonesty of Your Employee; or
- (e) Loss, damage or destruction of Documents, including case notes.

4.1. Liability

We shall settle on your behalf to the Regulatory or Professional Body or the Third Party any award made against You in a final decision or settlement in a Formal Investigation or a Legal Case against You.

4.2. Formal Investigation Expenses and Defence Costs

We shall provide arrange and provide to You reasonable and necessary legal representation and meet related professional charges which required in:

- (a) Your representation at a Formal Investigation (where your attendance is required by the Regulatory or Professional Body conducting the Formal Investigation, and where such representation is incurred after You have been notified in writing by the Regulatory or Professional Body that You are being investigated for misconduct) and/or
- (b) Your Defence Costs in a Legal Case against You by a Third Party.

subject to Your defence of the Legal Case holding Reasonable Prospects of Success.

4.3. Document Replacement Costs



We shall replace or restore documents for which You are legally responsible to a Third Party (such as, but not limited to, case notes), whose loss, damage or destruction is first discovered by You during the Plan Period, up to a Plan Limit of £100,000.

4.4. Compensation for court attendance and staff disruption

We shall provide the following compensation to You for business cost losses incurred by You in the course of Your defence of a Formal Investigation or Legal Case if Your company's principal, partner, director or Employee:

- (a) attends a court or arbitration hearing as a witness: £250 for each day on which that person attends as a witness;
- (b) is interviewed by the lawyers conducting the defence of the claim for the purpose of composing a witness statement: £50 per hour in respect of the time certified by the lawyers as time being interviewed;
- (c) is reasonably needed to attend a conference or consultation with counsel: £50 per hour in respect of the time certified by the lawyers as time spent in such conference or consultation;
- (d) attends a court or arbitration hearing as observer: £50 for each day on which that person attends as observer, provided that We shall only be liable to compensate for the occupation of one observer per day.

Benefit is provided up to the Claim Limits shown for Your Benefit Level in pages 11-13 of this document, occurring during the Plan Period within the Geographical Limits, and subject to the terms, conditions, exclusions and limitations set out in this Plan. All Benefit is provided subject to the general terms and conditions that follow in sections 5 to 18 of this document. You may make more than one claim during the Plan Period, but each claim is subject to the Claim Limit and We will only provide Benefit up to the Plan Limit in total aggregate of all claims.

You must obtain authorisation from Us before any amounts are incurred.

Details of what is and is not provided under Your Plan are shown under the relevant Benefit Level on pages 11-13 of this document, depending on whether You have selected Gold, Silver or Bronze Benefit Level. Your Plan Certificate details the Benefit Level applicable to You.

5. What is Not Included

The following general exclusions apply to the Benefits provided by this Plan, and are not included under this Plan:

- 5.1. Any amount above the Claim Limits and/or Plan Limits shown for Your Benefit Level;
- 5.2. Any loss, caused by the following:
 - (a) An Event which is likely to have existed before the start of the Plan Period, and/or which You knew of, or ought to reasonably have known of, at the start of the Plan Period;
 - (b) costs or instructions which We have not prior authorised in writing;
- 5.3. Where You make a claim outside the Plan Period (subject to clause 6.4) or where the Event leading to the claim arises outside the Plan Period;
- 5.4. Any Event which occurs outside the Geographical Limits;
- 5.5. Consequential Loss(es) of any kind;
- 5.6. Any Loss consisting of sums relating to any trading financial losses or trading liabilities incurred in connection with any business managed or carried on by You on behalf of a client;
- 5.7. Loss for breach of, or alleging liability under, any express warranty, guarantee or contractual term except for such amount of Loss as You would be legally and personally liable to pay in the absence of such warranty, guarantee or term;



- 5.8. Any Loss by or on behalf of a parent, subsidiary, affiliate or associate of You, except a claim for contribution or indemnity which results solely from a claim against such parent, subsidiary affiliate or associate by a Third Party;
- 5.9. Any Loss consisting of fines or penalties or the multiple portion of any multiplied damages award;
- 5.10. Any Loss consisting of punitive, exemplary or aggravated damages, other than damages awarded for libel, slander or defamation;
- 5.11. Any Loss based upon, arising from or in consequence of Your actual or alleged Personal Injury, or for any Personal Injury to a Third Party which does not arise from breach of duty through Your negligent act, error or omission in the course of Your Business Activity;
- 5.12. Any Loss based upon, arising from or in consequence of actual or alleged Property Damage which does not arise from breach of duty through Your negligent act, error or omission in the course of Your Business Activity;
- 5.13. Any Loss based upon, arising from or in consequence of the sale, supply, distribution, manufacture, construction, installation, alteration, maintenance or repair, servicing or treatment of any good(s) or products by you;
- 5.14. Any Loss based upon, arising from or in consequence of any act resulting in embarrassment to any person, or group following an accidental or deliberate act by You or Your Employee or a member of the public;
- 5.15. Any Loss based upon, arising from or in consequence of the ownership, occupation, possession or use by or on Your behalf of any land, buildings aircraft, watercraft, vessel or mechanically-propelled vehicle;
- 5.16. Any Losses which are covered under another policy, guarantee, warranty or plan; in such circumstances We shall only provide Benefit in excess of the coverage by the other policy, guarantee, warranty or plan, irrespective of whether such other policy, guarantee, warranty or plan is stated to be primary, contributory, excess, contingent or otherwise (unless such other policy, guarantee, warranty or plan is written only as specific excess insurance over the Benefit provided in this Plan).
- 5.17. Where Your claim or potential claim is not notified to Us in accordance with section 6 'Claims Procedure and Conditions'.
- 5.18. A claim for Defence Costs if We consider that Your Legal Case does not have Reasonable Prospects of Success, or You have withdrawn instructions from Us or the solicitor or expert We have appointed without Our prior consent, or if You cease to co-operate with such parties;
- 5.19. Your travelling expenses or subsistence allowances, except as provided for under section 4.4 Compensation.
- 5.20. Any Loss based upon or arising from Your acting as a director or officer of any organisation;
- 5.21. Any Loss based upon, arising from or in consequence of Your insolvency;
- 5.22. Any Loss based upon, arising from or in consequence of any libel, slander or other form of defamation which You commit intentionally or recklessly;
- 5.23. Where the claim was caused directly or indirectly by war, hostilities (whether war be declared or not), terrorist activity, revolution, military or usurped power, civil commotion or any similar event; radiation or contamination or the effects of radiation.
- 5.24. Fraud - if a claim is fraudulent in any respect, or if fraudulent means are used by You or by anyone acting on Your behalf to obtain any benefit under this Plan, or if damage is caused by You or the third parties' wilful act or default, all benefit under this Plan shall be forfeited in respect of that claim and We will cancel this Plan.
- 5.25. Any Losses or costs involving Your misrepresentation, fraudulent misrepresentation, dishonesty, negligence, error, omission or any false declaration by You or anyone acting on Your behalf, or any claim based on, arising from or in consequence of any intentional breach of law committed or condoned by You or any principal, partner or director of You.



IT IS A CONDITION of this Plan that if within a period of 12 months after a claim or claims have been validated under this Plan, it is discovered that such claim should not have been validated due to one of the above exclusions, then You shall repay the cost of such claims to Us forthwith.

6. Claims Procedure and Conditions

- 6.1. If You consider You have a claim, or in the occurrence of an Event which may give rise to a claim, You must provide written notice of it to Us as soon as practicable and within the Plan Period. Providing this condition is satisfied, any further claim arising out of that Event shall be deemed as arising within the Plan Period.
- 6.2. Written notice MUST contain details of:
- (a) the Event and/or Wrongful Act
 - (b) the Event Date,
 - (c) the potential Loss or damage,
 - (d) parties involved (including potential claimant(s) and defendant(s)),
 - (e) the manner and date in which You first became aware of the circumstances, and
 - (f) any applicable documents lost or requiring restoration;

and be sent to:

Claims Department
The Psychologists Protection Society
The eCentre
Cooperage Way
Alloa
FK10 3LP

Notice shall be effective on the date of receipt of the claim at the above address.

- 6.3. If You fail to tell Us or You delay telling Us about any incident that may lead to a claim and this increases the claim cost, You shall be liable to pay such additional cost.
- 6.4. Failure or delay in telling Us about any incident that may lead to a claim may also invalidate Your claim; We will not be liable for any claim if You do not report the Event to Us in writing as soon as practicable and in accordance with these Plan Terms and Conditions. If the Plan is not renewed, any Event must be reported to Us within 30 days of the end of the Plan Period.
- 6.5. You must give Us as much information and co-operation as We may require in addressing Your claim. You shall not prejudice Our interests or Our actual or potential rights of recovery.
- 6.6. When a claim is authorised a claim authority number will be given. Please note any authority and/or admission of liability is conditional upon the Terms and Conditions of this Plan having been adhered to.
- 6.7. You shall not settle, nor offer to settle, not incur any Defence Costs or Formal Investigation Expenses or otherwise assume any contractual obligation or admit any liability in relation to any claim without Our prior written consent. We shall not be liable for any costs, settlement, or expenses whatsoever that We have not prior agreed to in writing.
- 6.8. We reserve the right (but not the duty) to take over and conduct at any time the defence of any claim, including appointing lawyers and/or other representatives or advisors.
- 6.9. If You and We disagree on whether a claim against You should be defended, then:
- (a) If the claim is brought in England or Wales, We shall refer the question to a Queens Counsel, or barrister of at least ten years' call, of the Bar of England and Wales, to be mutually agreed between You and Us (or, if You and We cannot agree on the Queen's Counsel or barrister, to be appointed by the Chairman for the time being of the Bar Council); or
 - (b) If the claim is brought in another jurisdiction (but must still be within the Geographical Limits), We shall refer the question to a lawyer qualified in the law of that jurisdiction or equivalent standing to a Queen's Council or barrister of 10 years' call (or, if You and We



cannot agree on the lawyer, to be appointed by such procedure in that jurisdiction as is similar to appointment by the Chairman of the Bar Council)

and such Queen's Counsel's, barrister's or lawyer's decision that the claim should be defended or that it should be settled shall be implemented by You and Us. The fees charged by the Queen's Counsel, barrister or lawyer shall be deemed to be Defence Costs. The Queen's Counsel, barrister or lawyer shall not act as arbitrator.

- 6.10. We reserve the right to pay to You the amount of a) the remaining limit of liability in a claim, b) the remaining amount of any sublimit of a claim, or c) the amount for which a claim can be settled, whichever is lowest, in order to discharge Our liability to You (including any such liability for further Defence Costs and/or further compensation).
- 6.11. The maximum Benefit We will provide in total per claim is the Claim Limit shown on Your Plan Certificate and pages 11-13 of this document.
- 6.12. The maximum Benefit We will provide in total under the Plan is the Plan Limit shown on Your Plan Certificate and pages 11-13 of this document.
- 6.13. Coverage under this plan shall extend to claims made in the United Kingdom and Republic of Ireland.

7. General Conditions

- 7.1. We shall not provide any benefit under this Plan until any payment due for this Plan has been made in full.
- 7.2. You must make sure you give Us and any solicitor or expert We appoint, full, proper and truthful information in application for, and throughout the life of, this Plan and any claim under it.
- 7.3. You must comply with all the Terms and Conditions of this Plan before any claim under this Plan will be validated.
- 7.4. You must take reasonable care and take all reasonable precautions to prevent and/or minimise any loss and/or any claim under this Plan.
- 7.5. Any Losses incurred not in the currency shown in Your Plan Certificate shall be converted to and paid in the currency shown in Your Plan Certificate, based on the exchange rate published in The Financial Times on the date the sum is incurred.
- 7.6. Any claims shall be made in accordance with section 6 'Claims Procedure'. If You receive any monies (whether from some other insurance, or any other third party) in respect of which You have received benefit under this Plan, these monies shall be paid forthwith to Us.
- 7.7. Upon validation of a claim, We shall be subrogated to:
 - (a) all Your rights of recovery of the sums included therein;
 - (b) all Your rights, title and interest in, and right to receive payments of all or part of the claim.
- 7.8. You must instruct Your solicitor to:
 - (a) Disclose to Us relevant case papers and other documents if We ask for them (whether or not privileged); and
 - (b) Provide to Us regular updates on the progress of Your case; and
 - (c) Account to Us with all sums recovered in respect of amounts We have paid or insured under the terms of this Policy.
- 7.9. You must not do anything to prejudice Your Legal Case for the Formal Proceedings.
- 7.10. We shall have complete control over any legal proceedings.
- 7.11. Unless You are acting with Our prior written authorisation We will not be bound by any promise or undertaking given by You to the solicitor.
- 7.12. Should We determine that Your Legal Case does not have (or no longer has) Reasonable Prospects Of Success, You may challenge Our decision by asking Us to commission (at Your expense) an independent barrister's opinion on the matter; if the opinion supports Our position, You shall bear the cost of it, but if it does not We shall bear the cost and shall moreover continue to pursue Your claim under this Plan.



7.13. This Plan is not assignable or transferrable to anyone else

8. When This Plan Will Cease

8.1. This Plan will cease upon the earliest of:

- (a) the expiry of the Plan Period shown on Your Plan Certificate;
- (b) Your or Our cancellation of Your Plan;
- (c) when the aggregated value of claims in any Plan Period has reached the Plan Limit (at the point of claim);
- (d) where the Claim Limit has been reached in respect of a particular claim (benefit shall still apply in respect of subsequent claims subject to the Claim Limit and clause 8.1(c) above).

9. Fraud, Misinformation and Misrepresentation

9.1. If a claim under this Plan is fraudulent in any respect, or if fraudulent means are used by You or anyone acting on Your behalf to obtain, or to obtain benefit under, this Plan, or if damage is caused by Your or the Third Parties' wilful act or default, all benefit will be forfeited. We will not return to You any payment You have made.

9.2. This Plan may be voidable at Our discretion in the event of misrepresentation of any facts relevant to a decision by Us as to whether or not You should be protected. You must take reasonable care to answer Our questions fully and accurately and You must take reasonable care to ensure that information You provide is not misleading.

9.3. In the event that this Plan is voided We will not return to You any payment You have made.

10. Cancellation

10.1. If You find that this Plan does not meet Your needs, please contact Us.

10.2. If this Plan is cancelled within the first 14 days, You will be entitled to a full refund of any monies You have paid Us, providing no claims have been submitted.

10.3. If You wish to cancel Your Plan after the initial 14 days You will be entitled to a pro-rata refund on the remainder of Your Plan, proportionate to the unexpired period of the Plan.

10.4. If You have submitted any claims under Your Plan You will not be able to request a refund.

10.5. We may cancel this Plan if there is a change in the law or regulation or if, due to such change, We are unable to continue to provide Benefit, by giving 14 days written notice to You. We will provide You with a pro-rata refund of any payment made by You, proportionate to the unexpired period of the Plan.

10.6. There will be no refund for any cancellation by You or Us if You have made a claim.

11. Change in Circumstances

11.1. You must, as a condition of this Plan, immediately notify Us about any changes during the Plan Period to the details that You provided to Us in Your application for this Plan (including, but not limited to, if You change Your address, if Your qualifications or licencing is amended or if You no longer belong to any Regulatory or Professional Body). Please remember that if You do not inform Us of any changes, it may affect any claim that You may wish to make under this Plan.

11.2. We shall not change the Terms and Conditions of this Plan without notifying You in writing first. We may need to change the Terms and Conditions of this Plan because of a change in the law or to regulations.

12. Customer Enquiries and Complaints

12.1. We aim to provide a first class service at all times. If You have any other cause for concern or complaint, including regarding the service, administration, cancellation, amendment of or claim under this Plan, You can request a copy of the Our complaints procedure by contacting:



Psychologists Protection Society Trust (PPST), The eCentre, Cooperage Way, Alloa, FK10 3LP, Tel: 0333 320 8074, email: enquiries@ppstrust.org

12.2. Telephone calls may be recorded for the purposes of staff training and improving customer service.

13. Subrogation

13.1. We may take proceedings in Your name at Our expense to recover any sums incurred under this Plan from a third party. You shall execute and deliver all documents and instruments and do whatever is reasonably necessary to secure subrogation and all other recovery rights for Us upon validation of a claim. You shall do nothing to prejudice Our rights.

13.2. We shall not exercise Your rights of recovery against an Employee unless a dishonest, fraudulent or malicious act or omission by the Employee or an intentional breach of law by the Employee is the cause of the claim.

14. Waiver

14.1. No failure or delay by You, or Us to exercise any right or remedy provided under this Plan or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15. Severance

15.1. If any court or competent authority finds that any provision of this Plan (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Plan shall not be affected.

15.2. If any invalid, unenforceable or illegal provision of these Plan Terms and Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original intention.

16. Governing Law

16.1. Unless specifically agreed in writing to the contrary prior to inception, this Plan shall be subject to the laws of England and Wales.

17. Third Party Rights

17.1. We and You do not intend that any of the Plan terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or by any person not a party to this Plan.

18. Data Protection

18.1. We comply with the EU General Data Protection Regulation 2016/679, the UK Data Protection Act 2018 and any other relevant implementing legislation.

18.2. We will provide You with a copy of Our privacy notice before obtaining Your personal data.



Membership Plan Fee:

Sterling	
	Plan Gross Premium
Gold	£130.00
Euros	
	Plan Gross Premium
Gold	€160.00

Claim Limits and Plan Limits:

Sterling:

	Benefit	Claim Limit	Plan Limit
4.1	Liability	£2,000,000	£2,000,000
4.2	Formal Investigation Expenses	£50,000	£50,000
4.3	Documentation Replacement Costs	£100,000	£100,000
4.4	Compensation for court attendance and staff disruption	£50,000	£50,000

Euro

	Benefit	Claim Limit	Plan Limit
4.1	Liability	€2,200,000	€2,200,000
4.2	Formal Investigation Expenses	€65,000	€65,000
4.3	Documentation Replacement Costs	€130,000	€130,000
4.4	Compensation for court attendance and staff disruption	€65,000	€65,000

Subject to an overall Plan Limit for all costs under all Benefits during the Plan Period of £2,000,000/€2,200,000.



Benefit Level: Silver

Membership Plan Fee:

Sterling	
	Plan Gross Premium
Silver	£97.00
Euros	
	Plan Gross Premium
Silver	€117.00

Claim Limits and Plan Limits:

Sterling:

	Benefit	Claim Limit	Plan Limit
4.1	Liability	£1,000,000	£1,000,000
4.2	Formal Investigation Expenses	£50,000	£50,000
4.3	Documentation Replacement Costs	£100,000	£100,000
4.4	Compensation for court attendance and staff disruption	£50,000	£50,000

Euro

	Benefit	Claim Limit	Plan Limit
4.1	Liability	€1,300,000	€1,300,000
4.2	Formal Investigation Expenses	€65,000	€65,000
4.3	Documentation Replacement Costs	€130,000	€130,000
4.4	Compensation for court attendance and staff disruption	€65,000	€65,000

Subject to an overall Plan Limit for all costs under all Benefits during the Plan Period of £1,000,000/€1,300,000.



Benefit Level: Bronze

Membership Plan Fee:

Sterling	
	Plan Gross Premium
Bronze	£61.00
Euros	
	Plan Gross Premium
Bronze	€71.00

Claim Limits and Plan Limits:

Sterling:

	Benefit	Claim Limit	Plan Limit
4.1	Liability	£100,000	£100,000
4.2	Formal Investigation Expenses	£50,000	£50,000
4.3	Documentation Replacement Costs	£100,000	£100,000
4.4	Compensation for court attendance and staff disruption	£50,000	£50,000

Euro:

	Benefit	Claim Limit	Plan Limit
4.1	Liability	€100,000	€100,000
4.2	Formal Investigation Expenses	€65,000	€65,000
4.3	Documentation Replacement Costs	€130,000	€130,000
4.4	Compensation for court attendance and staff disruption	€65,000	€65,000

Subject to an overall Plan Limit for all costs under all covers during the Plan Period of £100,000/€130,000.