Medical Malpractice Liability Insurance

Product: Members Professional Protection Plan

Insurance Product Information Document

Insurer: Windward Insurance PCC Limited – PPS Cell is registered in Gibraltar under company number 1004611 with a registered address at PO BOX 484, St Peter Port, Guernsey, GY1 6BL. Windward Insurance PCC Limited is authorised by the Gibraltar Financial Services Commission.

Scheme Administrator: PPS is the trading names for the Psychologists Protection Services Ltd which is an Appointed Representative of International Financial Security Ltd which is authorised and regulated by the Financial Conduct Authority - FCA FRN: 969653.

What is insured?

- ✓ The Plan covers you for work carried out as part of your **Occupation** within the **Territorial Limits** and **Plan Period**.
- ✓ Covers the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for **Bodily Injury** arising from **Malpractice**
- ✓ **Insurer** agrees to indemnify the **Insured** against **Defence Costs** incurred with the **Insurer's** consent in the defence of any **Claim** which is indemnified under this **Policy**, including **Defence Costs** incurred in:
  - any official investigation, examination, inquiry or other proceedings ordered or commissioned by an official body;
  - any coroner's inquest arising out of the death of a patient of the **Insured**;
  - the prosecution (criminal or otherwise) of the **Insured**;
  - any disciplinary proceedings against the **Insured,**

  in connection with such **Claim**.
- ✓ If you have a valid claim under the Members Professional Protection Plan, PPS will meet the cost of approved legal support, representation and damages within the limits of the policy working and **Limit Liability** (in the aggregate) over any single **Plan Period**.

What is not insured?

Loss or damage caused by or attributable to:

- × Any claims resulting from misplacement, loss or disclosure of confidential data, records or other information (in paper or digital form) which have been transmitted or stored insecurely or without appropriate encryption.
- × Any claims resulting from inappropriate physical contact with a client.
- × Any claims resulting from telephone or online (audio, video or text based) therapy sessions where the members client is located outside the Territorial Limits.

Are There Any Restrictions On Cover?

- ! The Plan is written on a "Claims Made" basis and cover applies to claims that arise between the start and end dates of the **Plan Period**.
- ! Any exemptions noted in your Members Professional Protection **Plan Certificate**.
- ! Members Professional Protection Plan is packaged with PPS membership. It cannot be purchased or cancelled separately from your membership.

Where am I covered?

✓ The Plan covers work carried out in and with clients who are resident in countries named under the **Territorial Limits** in the **Schedule.**

What are my obligations?

- You must observe the terms, conditions and exclusions of the Plan policy wording.
- You must notify PPS of any changes in circumstances within the period of insurance.
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When and how do I pay?

Payment is required in full prior to issue of the Plan documentation, following the approval of an application.

When does cover start?

The start and end date of the Plan is set out in the **Plan Period**.

How do I cancel the contract?

- You have the right to cancel within 14 days of receiving the contractual terms and conditions where a full refund will be issued. This is referred to as the cooling off period.
- Where you cancel your policy after the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, PPS may return a pro rata premium to you based on the time on risk.