



Specialist Trainee Surgeons Medical Malpractice

What is this Key Facts document?

This is a summary of the cover provided by the Specialist Trainee Surgeons Medical Malpractice Policy. It does not include the full Policy terms and conditions, for full details you should consult your Policy document.

The Insurer

This Policy is a legal contract of insurance underwritten by CFC Underwriting Limited on behalf of certain Underwriters at Lloyd's.

Significant Features & Benefits

A comprehensive package Policy designed to meet the insurance needs of UK-based Trainee Consultants, including:

- A 24 hour medico legal helpline operated by specialists providing:
 - clinical assistance and support
 - assistance with complaints and claims notification
- Medical malpractice cover for clinical negligence
- The cost of a public relations firm to protect your professional reputation
- Court attendance costs providing a daily monetary allowance to attend court
- Worldwide cover for Good Samaritans acts
- Public liability cover for injury to people at your work place
- Cyber liability cover for cyber events (e.g. hacking attack or a virus), security breaches, identity theft, breach of data, computer damage and any financial loss incurred as a direct result
- Legal defence costs:
 - to defend clinical negligence allegations
 - for GMC complaints or disciplinary hearings from private activities
 - for GMC complaints or disciplinary hearings from NHS activities
 - for inquests
 - for criminal proceedings, including sexual misconduct and PACE interviews
 - for employment disputes, tax investigations, contractual disputes, health and safety at work and property disputes
 - for regulatory investigations stemming from security breaches

Significant and Unusual Exclusions

Whilst we try to offer the broadest cover possible, we do not provide cover for certain situations. A summary of the significant and unusual exclusions that appear in the Policy are listed below. However, it is important to read the full Policy.

- any medical and clinical professional services performed by you, which were not directly supervised by any member of PRASIS, other than any aesthetic procedures declared to us in your application form
- any claim made against you by any member of PRASIS
- phenol peels
- any matter known by you which you don't tell us about before we agree to cover you
- any injury to your employees
- euthanasia or assisted suicide
- your failure to register with a statutory regulator
- you being under the influence of intoxicants or narcotics at the time you treated a patient or client. This does not apply to the criminal proceedings cover
- your ownership of a medical institution
- that part of any claim where another practitioner has provided clinical activities or services
- you selling, supplying or distributing products
- any clinical activities or services performed, or cyber events or security breaches occurring, before the retroactive date (which is stated in the Policy Schedule)
- any demand for a refund by a patient or client
- any disease transmitted by you
- any appeal following a first instance judgment in your favour from a review board or committee

Conditions

You must maintain all records in accordance with any statutory, regulatory or clinical guidelines relating to the provision of your medical and clinical professional services.

Right of Cancellation

There is no cooling off period under this Policy but it may be cancelled at any time with 30 days written notice by either you or us.

Duration of the Policy

Insurance policies normally run for a period of 12 months. We strongly urge you to review your Policy each year to ensure you have adequate cover in place.

Claims Notification

Should you wish to notify a claim under this Policy, please contact the 24 hour medico legal helpline shown on your Policy Schedule. You must do this as soon as you can, but this must be before the expiry date of your Policy.

Our Regulatory Status

This insurance is underwritten by CFC Underwriting Limited, 85 Gracechurch Street, London, EC3V 0AA, United Kingdom on behalf of Underwriters at Lloyd's. CFC Underwriting Limited and the Lloyd's Managing Agents of the Syndicates on whose behalf we underwrite are authorised and regulated by the United Kingdom Financial Conduct Authority (FCA) FRN 312848. These details may be checked by visiting the FCA website at www.fca.org.uk/register. Alternatively the FCA may be contacted on 0845 606 1234.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business, such as this Policy, the FSCS will cover 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCA.

How to Complain

We intend to provide an excellent service to you. However, we recognise that there may be occasions when you feel this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the Policy and/or claim number.

Alternatively, you can contact us directly at enquiries@cfcunderwriting.com or please write to:

The Chief Executive Officer
CFC Underwriting Limited
85 Gracechurch Street
London
EC3V 0AA
United Kingdom

If after taking this action you are still unhappy with the response, please write to:

Policyholder and Market Assistance Lloyd's Market Services
1 Lime Street
London
EC3M 7HA
United Kingdom
Email: complaints@lloyds.com
Telephone: 0845 080 1800

Having taken this action, if you feel that your complaint has not been handled satisfactorily, you may seek assistance from:

The Financial Ombudsmen Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
United Kingdom
Email: enquiries@financial-ombudsman.org.uk
Telephone: 0845 080 1800

The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Conduct Authority.

The existence of this complaints procedure does not affect any right of legal action you may have against CFC Underwriting Limited or Lloyd's as detailed in the Choice of Law condition on the last page of your Policy.