

# Professional Indemnity & Legal Defence

Insurance Product Information Document

NPA Insurance Ltd

Underwritten by NPA Insurance Ltd

**NPA**  
INSURANCE

**This document provides a summary of the key information relating to the insurance policy and is not personalised to your individual needs. Please refer to your policy documentation for full details of your cover and the terms and conditions.**

## What is this type of insurance?

This policy offers pharmacy professional indemnity insurance and public liability cover to NPA members.



## What is insured?

### Professional Indemnity

- ✓ Claims arising against you for breach or alleged breach of professional duty with a sum insured of £10 million in respect of each single claim and the total of all claims during the period of the policy
- ✓ Cover provided to each member and any person employed or engaged by member, e.g. pharmacists, self-employed locum pharmacists, dispensing technicians, assistants
- ✓ Where selected cover for Professional Indemnity for medicinal products sold or supplied by wholesale within the UK and territorial limits only.

### Public Liability

- ✓ Indemnity against accidental injury to or the death of any person and accidental damage to another person's property with a sum insured of £10 million in respect of each single claim and the total of all claims during the period of the policy
- ✓ Cover provided to each member and any person employed or engaged by member in the retail and if selected, wholesale pharmacy business.

### Product Liability

- ✓ Indemnity against accidental injury to or the death of any person and/or accidental damage to another person's property caused directly by the retail sale or supply of products with a sum insured of £10 million in respect of each single claim and the total of all claims during the period of the policy.

### Legal Expenses

- ✓ Defence against prosecution for an offence arising from the conduct of the retail pharmacy business, Medicines Act; Misuse of Drugs Act; Consumer Protection Act; Health & Safety at Work Act with a sum insured of £10 million in respect of each single claim and the total of all claims during the period of the policy
- ✓ Cover is provided to each member and any person employed or engaged in the member's retail pharmacy business, provided the offence is not committed against the member.

### Employment Tribunals

- ✓ Legal representation at Employment Tribunals (but not the payment of compensation) with a sum insured of £10 million in respect of each single claim and the total of all claims during the period of the policy
- ✓ Cover is provided to each member only.

### Disciplinary Committee Hearings

- ✓ Representation at a Fitness to Practice Investigation of the General Pharmaceutical Council or Pharmaceutical Society of Northern Ireland where referral does not follow a criminal prosecution with a sum insured of £10 million in respect of each single claim and the total of all claims during the period of the policy
- ✓ Cover is provided to each member and any person employed or engaged by member.

### Coroners' Inquests

- ✓ Representation at coroners' inquest or other fatal accident inquiries with a sum insured of £10 million in respect of each single claim and the total of all claims during the period of the policy
- ✓ Cover is provided to each member and any person employed or engaged by the member in the retail pharmacy business.

### Other Tribunals

- ✓ Other Tribunals, e.g. NHS and other Tribunals where representation is deemed necessary and to be in the general interests of NPA Members with a sum insured of £10 million in respect of each single claim and the total of all claims during the period of the policy
- ✓ Cover is provided to each member only

### Legal Advice

- ✓ Legal advice on matters connected with NPA member's business or affairs advice will be provided on receipt of a written enquiry and any relevant documentation
- ✓ Cover is provided to each member only

### Analysis

- ✓ Analysis of any substance or article which is the subject of a claim, complaint or dispute
- ✓ Cover is provided to each member only

### Optional Covers:

- ✓ Independent prescribing
- ✓ Botox and aesthetics treatments
- ✓ Optical cover
- ✓ Secondary trade beauty treatments.



## What is not insured?

- ✗ Any liability for work undertaken by you in connection with the design, planning, formulation or specification of any products for a fee, save that cover is provided for liability arising from the supply of Nostrums
- ✗ Damage to property that belongs to you
- ✗ Claims arising from the use of motor vehicles are excluded
- ✗ Members are not indemnified against claims by employees
- ✗ Liability caused by fraudulent, dishonest or deliberate act, error or omission
- ✗ Fines or penalties which you are ordered to pay by a court or other authority
- ✗ Any claim brought within the USA or Canada

The following apply only to wholesaling if selected.

- ✗ The manufacturing or mixing of drugs are excluded
- ✗ The wholesaling of unlicensed medicinal products as well as non pharmacy products
- ✗ The export of drugs/ pharmacy products to outside of the UK
- ✗ The export or import of drugs to or from the USA or Canada



## Are there any restrictions on cover?

- ! Pollution or contamination is not covered unless it is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of the policy.
- ! Where we agree to pay legal expenses to your solicitor or other appropriate expert, we will do so subject to them agreeing to act for you under our terms of business and co-operate with us at all times.



## Where am I covered?

- United Kingdom, Channel Islands, the Isle of Man and Gibraltar.



## What are my obligations?

- You must take reasonable care to provide complete and accurate answers to the questions asked when you take out, make changes to and renew your policy.
- Check your policy documentation when you receive it to make sure the policy covers your needs.
- You must tell us as soon as reasonably possible of any event which may result in a claim within 28 days.
- You must pay the premium when required.



## When do I pay?

- You can either pay your policy in full or in monthly instalments by Direct Debit which will include a finance charge.



## When does the cover start and end?

- The cover can start once you have accepted our terms and conditions and have agreed to pay the premium. Your policy will normally run for 12 months from your policy start or renewal date unless you or we choose to cancel before it ends. Please refer to the quotation provided for full details. We will send a renewal notice when your policy is approaching renewal.



## How do I cancel the contract?

- You can cancel the policy at any time by contacting us.

If you cancel the policy within 14 days after you receive your policy documents, you will receive a full refund provided no claim has been made. A pro-rata charge will apply after this period.

After the 14 days you may cancel the policy at any time by giving us notice in writing. You will be entitled to a refund of the unexpired portion of the premium which may be subject to a deduction of an administration fee.

Please refer to our Professional Indemnity & Legal Defence policy wording for full terms and conditions.