

This document provides a summary of the significant features, benefits, limitations and exclusions of the cover provided by a W. R. Berkley Dental Nurses Individual Insurance policy. As such it does not contain the full terms and conditions, which can be found in the Policy Wording.

This summary is not part of the Policy Wording.

Insurers

W. R. Berkley UK Limited, an appointed representative of W. R. Berkley Syndicate Management Limited

Type of Insurance

This product is offered to individual practitioners and is an annual contract that may be renewed at expiry of a period of insurance subject to our terms and conditions and the requirements on you as a member of British Association of Dental Nurses.

This policy is only suitable for individual practitioners, not corporate entities or partnerships

Significant Features & Benefits and Significant Exclusions or Limitations

The following table shows the main policy features and benefits and any significant exclusions and limitations. The limit of indemnity is £1,000,000 in the annual aggregate, costs inclusive, with no excess.

Section	Significant Features & Benefits	Significant Exclusions or Limitations (to apply to all sections)
Medical Malpractice	Provides an indemnity for legal liability incurred in respect of injury following a breach of professional duty in the exercise and conduct of professional services undertaken or which should have been undertaken in the exercise and conduct of your business, as a Dental Nurse. • Including cover for Good Samaritans Acts, breach of confidence and infringement of privacy	 Excluding any claim or circumstance:- known about prior to inception of the policy; arising from work undertaken outside of the geographical limits arising from risks that require more specific insurance i.e. Motor, Marine; arising from libel, slander or intellectual property rights; arising from Injury to employees; arising from loss of or damage to property in your custody or control; arising from any condition directly or indirectly caused by HIV or related to AIDS or CJD; arising from sexual contact, intimacy, harassment or exploitation; arising from work undertaken under the influence of intoxicants or narcotics; arising from fraud, dishonesty, criminal or malicious act; for fines, penalties, punitive, multiple or exemplary damages; for the costs of recall, repair, replacement of defective products; for failing to arrange or maintain
Legal Defence Costs	Provides an indemnity for defence costs in connection with a circumstance covered under Medical Malpractice section of the policy, as described above. Including: Defence, handling or settlement of any claim or circumstance Defence costs at a disciplinary hearing proceedings against the Insured; Costs at a Coroners Inquest arising out of the death of a patient; Court proceedings arising out of an alleged breach of statutory duty	

We, W. R. Berkley UK Limited, are a service company that is part of the W. R. Berkley Corporation group of companies, authorised and regulated by the Financial Conduct Authority in their capacity as an appointed representative of W. R. Berkley Syndicate Management Limited. They have authority to enter into contracts of insurance on behalf of the Lloyd's underwriting members of Lloyd's syndicate 1967 which is managed by W. R. Berkley Syndicate Management Limited. (FRN: 568355).

W/R/B Underwriting is a trading name of W. R. Berkley UK Limited and W. R. Berkley Syndicate Management Limited.

Professional Indemnity for Individual Dental Nurse Educators / Tutors	Provides an indemnity for legal liability incurred for a breach of professional duty in connection with any training or tuition regardless of whether any injury has been caused.	 indemnity in accordance with statutory legislation; arising from liability involving Transport; arising from liability involving loss or damage to Property;
Death or Permanent Retirement	In the event of your death or permanently retiring from your business, the policy period shall be extended for a period of three years The indemnity limit shall apply in the Aggregate for the existing and extended period of insurance and shall be costs inclusive. No further premium is payable. This cover will immediately cease in the event of a return to practice. It is a condition precedent to Insurers liability that you must inform us of your intention to invoke this extension.	Other conditions of cover include: • Premium Payment Condition of 45 days after the inception date; Other specific events may be excluded and cover is more fully qualified and detailed in the Policy Wording
Armed Forces Personnel	The geographical limits of the policy are extended to anywhere in the world other than USA/Canada where the Insured is employed by the Armed Forces and working within the scope of practice.	

General:

The Conditions listed below have particular significance since failure to adhere to those summarized, may entitle us to refuse to deal with any claim or circumstance:-

- If there are any changes to your occupation or business activities or any other circumstances whereby the risk is increased you must inform your brokers immediately. Failure to do so could invalidate the policy or result in a claim being repudiated.
- Claims must be made in writing as soon as practicable from receipt of a letter of claim against you; and in other cases, including when you become aware of a circumstance that might lead to a claim, as soon as practicable, but no later than expiry of the policy period.
- You must not admit liability or do or say anything that might be construed as admitting liability without our permission
- You agree that we are entitled to take over and conduct any claim in your name and that you will co-operate with us. In case of dispute, you agree that the matter will be settled by a Senior Counsel of the English Bar;
- You shall at your own expense maintain accurate descriptive records records of all professional services and equipment used in procedures in accordance with your employment;
- If you are also registered in another medical profession such as, but not limited to doctor, dentist, nurse you will belong to and subscribe to the appropriate Medical Defence Organisation or an equivalent body and be insured separately against malpractice claims for a limit no less than you insure for under this policy;
- You will comply with the requirements relating to the use and sterilisation of instruments and surfaces, and the
 disposal of waste by a qualified waste disposal contractor;

Premium Payment

THE PREMIUM MUST BE PAID WITHIN 45 DAYS OF THE START OF THE INSURANCE OTHERWISE THE POLICY WILL BE OF NO EFFECT.

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Cancellation Rights

This policy can be cancelled at any time by the Insurer by issuing 30 days written notice. You may cancel this Policy at any time by giving thirty (30) days' notice to the Insurer.

If this Policy is cancelled then, provided you have not notified a Claim or Circumstance, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis.

If the Insurer has accepted any Claim or Circumstance, then no refund of premium will be allowed.

If you wish to cancel and cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Law and Jurisdiction

The Policy shall be governed by the law of England and Wales whose courts alone shall have jurisdiction in any dispute unless otherwise agreed.

Claim Notification

Claims Manager W. R. Berkley UK Limited 2nd Floor 40 Lime Street London

EC3M 7AW Telephone: +44 (0)20 7280 9000

Complaints Procedure

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint or you wish to make any enquiry regarding this insurance you should, in the first instance, contact the Insurance Broker or other intermediary who arranged this insurance for you.

Alternatively you may contact:

Compliance Department
W. R. Berkley UK Limited
2nd Floor
40 Lime Street
London
EC3M 7AW

complaints@wrbunderwriting.com

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to Complaints team at Lloyd's. Their address is:

Complaints Lloyd's One Lime Street London EC3M 7HA

Tel: 020 7327 5693 Fax: 020 7327 5225 complaints@lloyd's.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

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