

Practice Locum Cover Plan Master Policy Document



PLAN SUMMARY SCHEME NUMBER PLC18/1183

Introduction

Wesleyan Financial Services Limited, at Colmore Circus, Birmingham, B4 6AR is the Master Policyholder of Policy numbered PLC17/1183.

Millstream Underwriting Limited, at 52-56 Leadenhall Street, London EC3A 2EB on behalf of Arch Insurance Company (Europe) Limited, at 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ, is the **Insurer** and Underwriter of this plan.

In return for the premium paid to **Millstream** by Wesleyan Financial Services Limited on behalf of medical practices covered by a Wesleyan Assurance Society Practice Protector Plus plan, Millstream Underwriting Limited, acting on behalf of Arch Insurance Company (Europe) Ltd, will provide the cover set out in the 'Plan summary booklet'.

This document provides full details of the terms and conditions of cover available to the **policyholder**, and is part of the evidence of insurance.

Throughout this document, **we** use expressions which are shown in bold italics. Explanations of these expressions are provided in the 'Definitions' section in the Plan cover booklet.

Please ensure that this information is read and seek any clarification so that the plan is fully understood.

What this Policy Covers

This policy meets the demands and needs of a United Kingdom General Practitioners practice that requires cover against the costs of a "**locum**" doctor whilst a registered General Practitioner of the Practice is unable to work for the specified reasons covered by the policy.

Important Information

This insurance is provided on behalf of Wesleyan Financial Services Limited by Millstream Underwriting Limited, 52-56 Leadenhall Street, London EC3A 2EB and insured with Arch Insurance Company (Europe) Limited.

Millstream Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA Firm reference number: 308584). Millstream Underwriting Limited. Registered in England and Wales. Registration No 3896220. Registered office: 52-56 Leadenhall Street, London, EC3A 2EB.

Arch Insurance Company (Europe) Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (FCA Firm reference number: 229887). Registered in England and Wales. Registration No: 4977362. Registered office: 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ

You can check **our** name/address and FCA status on the FCA Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768

Duration of cover

Cover under this master policy will continue until Wesleyan Financial Services Limited and Millstream Underwriting Limited agree that cover will end.

Conditions, Exclusions and Terms

Conditions and exclusions will apply to cover available under the Master Policy. These are set-out in the Plan cover booklet.

How to Complain

For all complaints please write to:

The Managing Director, Millstream Underwriting Limited, 52-56 Leadenhall Street, London EC3A 2EB

You can refer **your** complaint to the Financial Ombudsman Service (FOS) in the event that **we** are unable to resolve the differences between **us**.

Financial Services Compensation Scheme

In the event the **Insurer** is unable to pay a claim **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme Website: www.fscs.org.uk .

Appendix 1

Practice Locum Cover Plan From Millstream Underwriting

Plan cover booklet



This booklet gives details of the benefits and features of the cover provided by the Practice Locum Cover Plan (PLCP) from **Millstream**. This booklet forms part of the PLCP master policy document.

Millstream is a provider of insurance products and insurance scheme management services in the United Kingdom. Millstream Underwriting provide cover for this plan on behalf of Arch Insurance Company (Europe) Limited.

You are the **policyholder** under this plan.

Definitions

In the plan, the following expressions have the meanings shown below. **We** have printed these in bold italics when they are referred to in this document to make it clear when they apply.

'Benefit'

The level of indemnity or compensation due under the relevant sections of this plan.

'Insurer'

Arch Insurance Company (Europe) Limited.
Registered in England & Wales No. 4977362.

'Locum'

A registered and qualified GP not employed by, or a **member** of, the Practice.

'Medical practitioner'

A registered practicing **member** of the medical profession specialising in general medical practice and not related to you.

'Member'

A person named as current **'member'** in the Wesleyan Assurance Society Practice Protector Plus plan. Such a person will be a medical doctor specialising in general medical practice. To confirm the current status of a **member**, **you** can contact: Practice Protection Team, Wesleyan Assurance Society, Colmore Circus Birmingham, B4 6AR Tel. 0800 975 4966

'Millstream'

Millstream Underwriting Limited

'Normal occupation'

The tasks, duties and other functions which the insured person carries out in connection with the business of the **policyholder**.

'Policyholder'

The GP Practice named in the Wesleyan Assurance Society Practice Protector Plus plan.

'Session'

Shall mean the period of time the Locum is required. This must be a minimum of 4 hours.

'Terrorism'

An act, including but not limited to the use of force or violence and/or the threat thereof of any person or group/s of persons whether acting alone or on behalf of any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

'We', 'Us' or 'Our'

Means Millstream Underwriting Limited.

'You' or 'Your'

Means;

- a) The partners of a medical practice in England, Wales or Northern Ireland who **benefit** from cover under this plan, or
- b) In Scotland, the medical practice partnership itself that benefits from cover under this plan, or
- c) The medical practice that is an incorporated body (e.g. limited company) that benefits from cover under this plan.

What does the plan cover?

The plan provides **you** with an income to help cover the **cost of employing a locum**, when a **member** is unable to work due to:

- Attending **jury service** anywhere in the United Kingdom.
- **Suspension from duties** by the General Medical Council, a Primary Care Organisation, or other body regulating doctors and medical practices anywhere in the United Kingdom.
- Absence to take **adoption / paternity leave**. This applies when the **member** takes leave following a spouse or partner giving birth to their child, or following their adoption of a child. Leave must be taken within 56 days of the date of birth or adoption.
- Absence to **attend a family emergency**. A family emergency is when the **member** unexpectedly takes leave to care for a member's spouse, civil partner, common law partner or own children and children for whom they are legally responsible who is sick or injured, as confirmed by their **medical practitioner**.
- Absence because of the death of a member's spouse, civil partner, common law partner or own children and children for whom they are legally responsible.

Who is eligible to be covered?

Cover is provided for employed GPs or GP partners of medical practices and incorporated bodies in England, Wales, Northern Ireland and Scotland. The cover is in respect of each GP who is a current **member** of the Wesleyan Assurance Society Practice Protector Plus plan.

How much benefit is paid?

Subject to the limitations set-out below and also under the 'When will the plan not pay out?' section, the amount of **benefit** and maximum amount of **benefit we** pay is shown in the following table:

	Weekly insured benefit	Maximum insured benefit
Jury service cover	£300 per session up to a maximum of £1,500 per week.	£3,000
Cover against GP suspension	£500 for up to 26 weeks	£13,000
Adoption/ paternity leave cover	£300 per session up to a maximum of £1,500 per week.	£3,000
Family Emergency cover	£300 per session up to a maximum of £1,500 per week.	£3,000
Family bereavement cover	£300 per session up to a maximum of £1,500 per week.	£3,000

The **benefit** paid is at a rate of up to £300 per session.

The most **we** will pay is the cost of employing a **locum**, less:

- Any payments **you** receive from **your** Primary Care Organisation, Her Majesty's Courts Service, or any other organisation towards these costs, and
- The weekly equivalent of the amount **you** receive or are entitled to receive from any other relevant insurance policies.

When do benefit payments start?

There will be a period when a **member** is first unable to work for which **we** don't pay **benefit**. **We** call this the deferred period.

The deferred periods for the cover provided are as follows:

	Deferred period
Jury service cover	The first 3 days that the member is absent from work.
Cover against GP suspension	The first 4 weeks that the member is absent from work.
Adoption / paternity leave cover	The first 3 working days that the member is absent from work.
Family Emergency cover	The first 3 working days that the member is absent from work.
Family bereavement cover	No deferred period applies.

When will the plan end?

The plan will end on the first of the following events:

- The doctor is no longer a **member** of the Wesleyan Assurance Society Practice Protector Plus plan, or
- **You** decide to cancel the plan at any time, or
- **We** cancel the plan at any time, or
- **You** stop paying premiums under the Wesleyan Assurance Society Practice Protector Plus plan when the **member** starts a maternity break or career break. Cover under this plan will resume when **you** re-start premiums under the Practice Protector Plus plan, assuming that cover is still available at that time.

How flexible is the plan?

The cover under the plan is fixed, so there are no options to change the type or amount of **benefit** available. **You** can cancel all cover under the plan at any time. See the 'Can I cancel the plan?' section for more information.

When will the plan pay out?

We will pay out if a **member** is unable to carry out the duties of his or her **normal occupation** due to the events covered by the plan. See 'What does the plan cover?' for more information about the events that are covered.

When to claim

Tell **us** as soon as any plan **member** is unable to work, due to any one of the events covered by the plan.

How benefits are paid

Except for cover against GP suspension, the benefits will be paid once the **member** has returned to work or the **benefit** has expired.

For cover against GP suspension, monthly payments will be made during the period when the GP remains suspended.

Continued eligibility when claiming

The doctor must be a current **member** of the Wesleyan Assurance Society Practice Protector Plus plan when **you** are making a claim, and when **you** are receiving benefits. If cover ceases under the Practice Protector Plus plan, all relevant claims, including payments, will stop immediately under this plan.

What evidence is required to make a claim?

For all claims, **we** will need:

- **Our** Claim Form to be completed. **We** will send this to **you** when **you** tell **us** **you** want to make a claim.
- Written evidence of the expenses that have been incurred by **you** in employing a **locum** external to the Practice.
- Evidence of any insurance from which **you** are entitled to receive benefits in respect of the **member** to whom the claim relates.

For the following events, **we** will also ask for additional evidence as follows:

Jury service cover

You will need to provide documents confirming attendance at jury service and the expenses covered by Her Majesty's Courts Service.

Cover against GP suspension

Please provide documents confirming the date when the **member's** suspension starts, and confirm the body that has suspended the **member** (e.g. the Primary Care Organisation). **You** do not need to tell **us** about the reasons for suspension.

When will the plan not pay out?

The plan will not pay out:

- If the **member** is not a medical doctor when **you** make a claim or when a claim is in payment, or
- **You** make a claim under the plan, knowing the claim to be false or falsely exaggerated in any respect, or
- **You** make a statement in support of a claim, that is false in any respect, or
- **You** submit a document in support of any claim knowing the document to be false in any respect, or
- When **you** do not use the services of a **locum** to cover the absent **member** (e.g. when other doctors in the practice work additional clinical hours to cover for the absence), or
- Any event leading to a claim, where the event was foreseen or took place prior to cover starting under the scheme.

In any of these events, **we** may at **our** option declare **your** cover under this plan to be void. **We** may also ask for a return of any money paid to **you** as a result of a claim under the policy.

We will also not provide cover for:

- Suicide, deliberate self-injury being under the influence of drink or drugs (unless prescribed by a **medical practitioner**), alcoholism, drug addiction, solvent abuse, willful exposure to exceptional risk (unless **you** are trying to save someone's life).
- Claims as a consequence of stress, anxiety, depression or any emotional or psychiatric disorder or condition.
- Any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), **terrorism**, civil war, rebellion, revolution, insurrection, blockade, military or usurped power;
- Losses directly or indirectly caused by or contributed to or arising from:
 - Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste, which results in burning of nuclear fuel, or
 - The radioactive toxic explosive or other dangerous properties of nuclear machinery or any part of it, or
 - Pressure waves from aircraft and other flying objects travelling faster than the speed of sound.

Jury service cover

We will not pay out for any period of jury service which has been deferred by the **member** before cover under the plan starts.

Cover against GP suspension

We will not pay out:

- When the **member** has been suspended by **you**, or
- When the period of suspension starts before the date that cover starts for the **member** under the plan.
- After the period of suspension ends following a final decision by the body suspending the **member**, or conclusion to any criminal investigations or proceedings.

Adoption / paternity leave

We will not cover

- any period of leave that could reasonably have been foreseen by the **member**, before cover in respect of the **member** starting under the plan
- any period of leave taken more than 56 days after the date of birth or adoption

Family emergency cover

This is intended to cover Emergency attendance away from the Practice for an extended period. **We** will not cover any period of leave that could reasonably have been foreseen by the **member**, or before cover in respect the **member** starts under the plan

We will not pay more than two claims in any 12 month period.

What if we need to claim again?

General

There is no limit to the number of claims **you** can make for cover related to jury service attendance, GP suspension, adoption / paternity leave and family bereavement.

For the second or further claims related to these events, **we** will pay the claim from the date the relevant deferred period has expired. See 'When do payments start?' for more information about deferred periods.

Family emergency cover

You can only make two claims for family emergency cover in any one year. For other covers, there is no limit to the number of claims **you** can make.

When the **member** returns to work after a period of leave, then takes further leave due to the same member's spouse, civil partner, common law partner or own children and children for whom they are legally responsible having a recurrence of the same sickness or injury, then the claim will be treated as a continuation of the original claim. When this happens, the **benefit** will be paid immediately and the two periods of leave will be treated as a single period **We** will pay the claim for a maximum period of two weeks.

What are the key risks?

- **You** won't be covered if **you** stop cover under the Wesleyan Assurance Society Practice Protector Plus plan
- Continued cover by the plan is not guaranteed. If **we** need to withdraw cover, **we** will give **you** as much notice as possible before this happens.
- The **insured benefit we** pay under this plan may affect **your** claim to benefits under other **locum** / role replacement expense plans.
- Certain causes of claim won't be covered. See the section 'When will the plan not pay out?' for more information.

What will the premium payments be?

Cover under the plan is available to **you** at no cost.

The premium and insurance premium tax is paid by Wesleyan Financial Services Limited.

Does the plan have a cash-in value?

No, the plan has no cash-in value at any time.

Can I change my mind?

- **You** can choose to cancel the plan within 14 days after it starts. If **you** do not do this, **we** will assume **you** have agreed to the terms & conditions of the plan.
- **You** have the right to cancel the insurance at any time by giving **us** written notice at **our** registered office. The cancellation will apply when **we** receive **your** written notice.
- **We** may cancel this insurance, for any reason, by giving 30 days written notice to **you** at **your** last known address.

How to contact us

If **you** have any questions, please call:

- **Practice Protection Team - 0800 975 4966**

Claims

If **you** wish to make a claim, please first request a claim form from:

Practice Protection Team
Wesleyan Assurance Society
Colmore Circus
Birmingham
B4 6AR

or...

Call our Practice Protection Team

0800 975 4966

After **you** have received the form, please direct all **your** enquiries to:

Claims Department
Millstream Underwriting Limited
308-314 London Road
Hadleigh
Essex SS7 2DD

How to complain

If **you** need to complain, first write to:

Millstream Underwriting Limited,
52-56 Leadenhall Street,
London
EC3A 2EB

If **you**'re not satisfied with **our** response, **you** can write to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Complaining to the Ombudsman won't affect **your** legal rights.

Law

The law and courts of England and Wales will decide any dispute.

Your Personal Data Privacy Notice

In this notice "we", "us" and "our" means Millstream Underwriting Limited. We are the data controller in respect of any personal data we collect, hold and use about you and your members.

We collect you and your members personal data directly from you, but we may also collect it from brokers and other intermediaries who provide information to us for the purpose of providing your policy of insurance.

We will mainly use you and your members data for the purpose of providing and administering this policy of insurance and claims you make under it. If you or your members decline to provide the data when requested, give us false or inaccurate data, we may be unable to process your enquiry, and this could give us the right to void coverage or could impact your ability to claim under your policy.

In some circumstances, we may need to collect and use particularly sensitive data, such as data about you or your members health or ethnicity. Where this is required, we will usually seek your consent to use that data. You or your members can withhold or withdraw consent at any time by contacting us, but if you do, we may be unable to process your enquiry or claim or continue to provide coverage.

We will exchange data about you and your members with other parties in order to provide our services and administer this policy and any claims. This may include insurers, claims handlers and loss adjusters and providers of emergency medical services. In some cases, this may involve a transfer of data outside the UK and the European Economic Area ("EEA") to countries that have less robust data protection laws. Any such transfer will be made in accordance with data protection laws.

We will not use you or your members data or pass it to any other party for marketing products or services to you unless you or your members have given your consent.

Our full privacy notice explains how we use you or your members data in more detail. Our privacy notice also explains the rights you and your members have in respect of your/their data, including the right to request a copy of the personal data we hold about you. A copy of our full privacy notice is available on our website at:

www.millstreamonline.com/pages/privacy
or can be provided on request by contacting us at: Managing Director, Millstream Underwriting Limited, 52-56 Leadenhall Street, London, EC3A 2EB, or by emailing us at admin@mstream.co.uk

If you or your members are not satisfied with the way we have managed your/their personal data, you/they may complain to the Information Commissioners Office (ICO) at <http://www.ico.org.uk/concerns>

Insurance Agreement

Before this insurance contract is entered into, the you must make a fair presentation of the risk to the us, in accordance with Section 3 of the Insurance Act 2015. In summary, the you must: Disclose to the us every material circumstance which the you know or ought to know. Failing that, the you must give the us sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and Make the disclosure in clause (a) above in a reasonably clear and accessible way; and Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

For the purposes of clause (a) above, the you are expected to know the following:

If the you are an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.

If the you are not an individual, what is known to anybody who is part of the your senior management; or anybody who is responsible for arranging the your insurance.

Whether the you are an individual or not, what should reasonably have been revealed by a reasonable search of information available to the us. The information may be held within the your organisation, or by any third party (including but not limited to the broker, subsidiaries, affiliates or any other person who will be covered under the insurance). If the you insure subsidiaries, affiliates or other parties, We expects that the you will have included them in its enquiries, and that the you will inform us if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

Please read the Policy carefully to ensure that it is in accordance with your or the your members requirements and that the you or the members fully understand its terms and exclusions and limitations.

We agree to cover you and/or any other members up to the limits of liability for loss(es) sustained subject to the terms of the Policy.

The Policy, the information the you or the members have provided and/or the application form and any declaration the you or the members have made form the contract of insurance between the you and Us.

This is a legal contract. You must tell Us about any changes which affect the insurance and which have occurred either since the policy started or since the last renewal date.

If the you are not sure whether certain facts are relevant, please contact your insurance adviser. If any of the information provided in the proposal or application is found to be inaccurate we may reduce the amount of your claim or we may refuse to pay such claim. Any fraud, concealment, or deliberate mis-statement in relation to the making of any claim hereunder shall render this contract of insurance null and void and all claims hereunder shall be forfeit.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

Compensation

In the event that the *insurer*, Arch Insurance Company (Europe) Limited, is unable to pay a claim, **you** may be entitled to compensation from the Financial Services Compensation and Markets Act 2000 from the Financial Compensation Scheme (FSCS). Details of the scheme can be obtained from the FSCS at:

7th Floor Lloyds Chambers
1 Portsoken Street
London
E1 8BN
Website: www.fscs.org.uk