

Agenda Item 5

Enclosure 3

Paper HPC/FRC3/04

**The Health Professions Council
Finance & Resources Committee Meeting**

Insurance

A review of the premiums for all insurances has taken place with the brokers, Alexander Forbes. A schedule setting out premiums for the new year will be tabled.

Approval is sought.

From Secretary to the Committee

HEALTH PROFESSIONS COUNCIL

INSURANCE PREMIUM SUMMARY

Insurance: Year commencing 1st October 2002

Brokers: Alexander Forbes

Insurance	2001 Premium £	2002 Premium £	Increase £	Notes
Engineering	542.78	442.11	(100.67)	
Commercial Combined	5,874.58	9,461.81	3,587.23	Covers material damage, business interruption, public liability, products liability, employers liability. 18% Rate increase. Wages up by £725,177. Turnover up from £3.5 million to £4.1 million.
Terrorism - Commercial Combined	472.50	651.14	178.64	
Personal Accident	3,528.79	4,644.76	1,115.97	Increased wages £1.4 million to £2.231 million. Now includes officers and partners.
Personal Accident - Travel Extension	0.00	1,371.63	1,371.63	Previously omitted
Computers	4,200.00	5,316.80	1,116.80	Increased cover from £450,000 to £580,000.
Terrorism - Computers	183.65	225.23	41.58	
Professional Indemnity	5,250.00	7,875.00	2,625.00	Provisional reflecting increased turnover and subject to completion of proposal form.
Legal Expenses Insurance	0.00	31,500.00	31,500.00	Not previously covered
	<u>£20,052.30</u>	<u>£61,488.48</u>	<u>£41,436.18</u>	

POLICY DETAILS

Insured : Health Professions Council

Business Description : Registered Charity and disciplinary body

Summary : Engineering Inspection

Insurers : HSB Haughton

Policy Number : H9E31272

Renewal Date : 30th September 2002

Engineering (continued)**OWN PLANT SECTION**

Cover : Sudden & Unforeseen Damage as defined in the Policy
Limit of Indemnity £50,000

Excess : Each and every loss £100

INSPECTION

Cover : Inspection in accordance with statutory requirements

Plant Schedule : Passenger Lifts
at
Park House
184 Kennington Park Road
London
And
20 Stannery Street
London

POLICY DETAILS

Insured : Health Professions Council & Professional Supplementary to Medicine Charitable Trust

Business Description : Disciplinary body and Charitable Trust

Risk Address : Park House
184 Kennington Park Road
London
SE11 4BU

20 Stannary Street
London
SE11

Summary : Material Damage, Theft, Business Interruption, Glass and Liabilities

Insurers : Norwich Union Insurance (formerly CGU Insurance)

Policy Number : 23586638 OCI

Renewal Date : 30th September 2002

Commercial Combined (continued)**MATERIAL DAMAGE**

Cover : Loss of or damage to property insured caused by Fire, Lightning, Aircraft, Explosion, Riot, Civil Commotion, Malicious Damage, Earthquake, Storm, Flood, Burst Pipes, Impact and Impact by Own Vehicles

Including Accidental Damage YES

Including Theft YES

Including Subsidence YES

Sums Insured :

Buildings Park House	£1,056,839
Buildings at Stannery Street	£403,228
Contents in either Building	£91,343
Stock in Trade in either Building	£9,014
10 Paintings in equal proportions at Park House	£6,000

Excess : All claims in respect of Malicious Damage, Storm, Flood, Burst Pipes and Impact by Own Vehicles are subject to an excess of £250, but this is reduced to £100 for Loss or Damage to the Buildings

All claims in respect of Subsidence are subject to an excess of £1,000

Principal Conditions & Warranties : As noted in the Policy including
Standard Terrorism Endorsement

Principal Exclusions : As noted in the Policy including
Electrical & mechanical breakdown
Infidelity or dishonesty of employees
Faulty workmanship or errors of design

Principal Extensions : As noted in the Policy

Commercial Combined (continued)**BUSINESS INTERRUPTION**

Cover : **Increased Cost of Working necessarily incurred caused by any Peril defined under the Material Damage Section**

Including Accidental Damage YES

Including Theft YES

Including Subsidence YES

Sum Insured : **£500,752**

Indemnity Period : **24 months**

Principal Conditions & Warranties : **As noted in the Policy including**
Standard Terrorism Endorsement
Material Damage Proviso

Principal Exclusions : **As noted in the Policy**

Commercial Combined (continued)**PUBLIC LIABILITY**

Cover	:	Legal liability in respect of bodily injury, including death, to third parties and damage to third party property arising from the Insured's activities, but excluding liability arising from the sale or supply of products.	
Limits of Indemnity	:	Any one accident	£5 million
	:	During the currency of the Policy	Unlimited
Principal Conditions & Warranties	:	As noted in the Policy	
Principal Exclusions	:	As noted in the Policy	
Principal Extensions	:	As noted in the Policy	
Territorial Limits	:	Great Britain, Northern Ireland, the Channel Islands & the Isle of Man	
Jurisdiction	:	Great Britain, Northern Ireland, the Channel Islands & the Isle of Man	
Rating	:	Turnover	£3,800,000
	:	Projected turnover, 2002/3, including £2m. grant	£6,100,000

Commercial Combined (continued)**PRODUCTS LIABILITY**

Cover : Legal liability in respect of bodily injury, including death, and damage to Third Party property arising from the sale or supply of products.

Limits of Indemnity : Any one claim £5 million
During the currency of the Policy £5 million

Principal Conditions & Warranties : As noted in the Policy

Principal Exclusions : As noted in the Policy

Principal Extensions : As noted in the Policy

Territorial Limits : Great Britain, Northern Ireland, the Channel Islands & the Isle of Man

Jurisdiction : Great Britain, Northern Ireland, the Channel Islands & the Isle of Man

Commercial Combined (continued)**EMPLOYERS LIABILITY**

Cover	:	Legal liability in respect of injury, illness or death to any person under contract of service or apprenticeship or hired to or borrowed by the Insured or engaged to perform a contract constituting the provision of labour only in accordance with the provisions of relevant laws applicable to compulsory insurances of liability to employees.	
Limits of Indemnity	:	Any one event	£10 million
		During the currency of the Policy	Unlimited
Principal Conditions & Warranties	:	As noted in the Policy	
Principal Exclusions	:	As noted in the Policy	
Principal Extensions	:	As noted in the Policy	
Territorial Limits	:	Great Britain, Northern Ireland, the Channel Islands & the Isle of Man	
Jurisdiction	:	Great Britain, Northern Ireland, the Channel Islands & the Isle of Man	
Rating	:	Clerical Wages 2002/3	£1,506,151
		Directors	£1,685,208
		Councillors	£ 355,920
		Assessors	£ 190,200

POLICY DETAILS

Insured : Health Professions Council

Business : Registered Charity and disciplinary body

Summary : Group Personal Accident

Insurers : Ace Europe

Policy Number : 53UK492446

Renewal Date : 29th September 2002

Group Personal Accident (continued)

Insured Persons	:	All Employees	
Cover	:	Accidental death or bodily injury to any Insured Person occurring during the course of their work or at any other time	
Benefits	:	Death	
		Loss of sight or limbs	x 3 annual salary
		Permanent Total Disablement	
Insured Persons	:	Partners working on behalf of the Insured	
Cover	:	Accidental death or bodily injury to any Insured Person whilst working on behalf of the Insured	
Benefits	:	Death	£50,000
		Loss of sight or limbs	£50,000
		Permanent Total Disablement	£50,000
		Temporary Total Disablement	£250 per week
Insured Persons	:	Council Members engaged on HPC duties	
Cover	:	Accidental death or bodily injury to any Insured Person whilst engaged in board duties for the Insured	
Benefits	:	Death	£50,000
		Loss of sight or limbs	£50,000
		Permanent Total Disablement	£50,000
		Temporary Total Disablement	£250 per week

Group Personal Accident (continued)

Principal Conditions & Warranties : As noted in the Policy

Principal Extensions : As noted in the Policy

Principal Exclusions : As noted in the Policy

Rating

Wages

£2,238,328

Group Personal Accident - Travel Extension**Benefits:**

Medical Expenses:	£ 2,000,000
Personal Effects:	£ 2000
Money:	£ 1000
Disruption:	£ 7500
Hijack:	£ 250 per day (Max £ 15000)
Personal Liability:	£ 2,000,000
Overseas Legal Expenses:	£ 25000

**Within U.K Benefits (Effective Time To Include Air Travel/
Over Night Stay):**

Personal Effects:	£ 1000
Money:	£ 500
Personal Liability:	£ 2,000,000

POLICY DETAILS

Insured : Health Professions Council

Business Description: Registered Charity and disciplinary body

Summary : Computers

Insurers : Norwich Union

Policy Number : JX978P00179

Renewal Date : 30th September 2002

Computers (continued)

Cover : All Risks in respect of the Sums Insured shown below whilst anywhere within the Territorial Limits specified

Sums Insured :

Computer Equipment floating between Park House & Stannery Street	£580,000
Back Up Computer Equipment at Care Business Solutions, Godalming, Surrey	£25,000
5 Lap Top Computers	£8,000

Reinstatement of Data : £50,000

Increased Cost of Working : £50,000

Excess : All claims are subject to an Excess of £150

Territorial Limits : Anywhere in the United Kingdom

Principal Conditions :

- Full Terrorism cover applies
- Locked boot Warranty
- Excluding overnight cover for laptops
- NACOSS/Redcare Alarm Warranty
- Maintenance Agreement in Force

POLICY DETAILS

Insured : Health Professions Council

Business Description : Registered Charity and disciplinary body

Summary : Professional Association Policy

Insurers : Markel (UK) Ltd

Policy Number : SE101J01A/5511

Effective Dates : 1st October 2002 to 30th September 2003 both dates inclusive

Professional Liability (continued)

Cover Clauses

:

Cover Clause 1

Pay on behalf of the Assured as defined in the Policy and as incurred Loss as defined in the Policy arising from

- a) any claim or claims made against the Assured arising from any Wrongful Act of any governor, director, council member, officer or trustee of the Health Professions Council
- b) Disqualification Proceedings first commenced during the period of insurance
- c) attendance of the Assured at any Official Investigation as defined in the Policy first ordered or commissioned during the period of insurance
- d) attendance of the Assured at any Environmental Proceedings first ordered, commenced or commissioned during the period of insurance within the United Kingdom

To the extent that such Loss is recoverable by the Assured from the Health Professions Council under Cover Clause 2 below or from any other source, meaning that this Policy will only contribute in excess of such recovery

Cover Clause 2

Pay on behalf of the Health Professions Council and as incurred Loss arising from

- a) any claim or claims made against the Assured arising from any Wrongful Act of any governor, director, council member, officer or trustee of the Health Professions Council
- b) Disqualification Proceedings first commenced during the period of insurance
- c) attendance of the Assured at any Official Investigation as defined in the Policy first ordered or commissioned during the period of insurance
- d) attendance of the Assured at any Environmental Proceedings first ordered, commenced or commissioned during the period of insurance within the United Kingdom

but only if and to the extent that the Health Professions Council shall be required or permitted to indemnify the Assured pursuant to the law or by reason of any indemnity clause in the Memorandum or Articles of Association, trust deed, constitution or charter of the Health Professions Council, and except that such Loss is recoverable by the Health Professions Council from any other source

Professional Liability (continued)

Cover Clause 3

Indemnify the Health Professions Council or the Assured against Loss as defined in the Policy arising from any claim made against the Health Professions Council or the Assured during the period of insurance by reason of a Wrongful Act committed by

- a) the Health Professions Council and/or the Assured
- b) any Employee
- c) any other person, firm or company directly appointed by and acting for and on behalf of the Health Professions Council

in or about the conduct of the Professional Services as defined in the Policy

Cover Clause 4

Indemnify the Health Professions Council against Loss as defined in the Policy which the Council shall during the period of insurance first discover it has sustained in consequence of any dishonest, fraudulent, criminal or malicious act by the Assured and/or Employee with the manifest intent to obtain improper personal gain

Cover Clause 5

Indemnify the Health Professions Council against Loss as defined in the Policy arising from the physical destruction or damage, loss or mislaying of any document which after diligent search cannot be found, in or about the conduct of the Professional Services

Cover Clause 6

Indemnify the Health Professions Council against Costs & Expenses as defined in the Policy under Cover Clauses 1-3 inclusive consequent upon a response to an application for judicial review made or commenced within the European Union during the period of insurance

Professional Liability (continued)

Limit of Indemnity	:	Cover Clause 1	£1 million in the aggregate including costs & expenses £100,000 in aggregate in respect of Environmental Proceedings
		Cover Clause 2	£1 million in the aggregate including costs & expenses £100,000 in aggregate in respect of Environmental Proceedings
		Cover Clause 3	£1 million in the aggregate including costs & expenses
		Cover Clause 4	£25,000 in the aggregate including costs & expenses
		Cover Clause 5	£10,000 in the aggregate
		Cover Clause 6	£25,000 in respect of all Loss attributable to or arising out of the same judicial review £100,000 in respect of all Loss during the period of insurance
	Excess	:	£2,500 each and every claim for Cover Clauses 1-4 £100 each and every claim for Cover Clause 5 10% Co-insurance subject to a minimum £1,000 under Cover Clause 6
Retroactive Dates	:	Cover Clause 1	none
		Cover Clause 2	none
		Cover Clause 3	1 st October 1987
		Cover Clause 4	22 nd September 1998
Geographical Limits	:	Worldwide excluding USA or Canada	
Jurisdiction	:	Worldwide excluding USA or Canada	