

## **Professional Indemnity FAQ's:**

### **Introduction**

Covers claims arising from a negligent act error or omission in the course of professional service, provided for a fee.

#### **1. What is the excess on this policy?**

€25,000 each & every claim

The same act error or omission or a series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim.

#### **2. Who is covered?**

Policy will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation occasioned by any negligent act error or omission committed or alleged to have been committed by the Insured's employees in the course of their duties on behalf of the Insured during the currency of this policy.

#### **3. What is the Limit of Indemnity under this policy?**

€15,000,000 any one claim and in the aggregate in respect of all claims made during the period of insurance.

The same act error or omission or a series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim.

#### **4. Definition of Insured?**

The following will be indemnified in like manner to the Insured in respect of claims arising out of the conduct of the Insured's professional business activities provided that each shall as though there were the Insured observe and be subject to the terms of this Policy so far as they can apply

- a) Any Employee including any seconded Employee whilst acting on behalf of the Insured
- b) Individual members of the Insured academic staff undertaking private work (excluding medical or surgical work on humans) with the express permission of the Insured and without declaration of fees for such work to the Insurer provided that the limit of the indemnity shall not exceed €1,300,000 any one period of insurance
- c) Any officer or appointed representative whilst acting for and on behalf of the Students Union including the Students Union itself
- d) Professors on the lecture circuit or exchange programmes while acting on behalf of the Insured.
- e) At the Insured's request any student or external examiner in respect of work carried out with the permission of the Insured's Governing Body and where fees or grants for such work if any are declared to the Insurer

#### **5. What about Human Tissue Retention?**

The insurer shall not be liable in respect of legal liability of whatsoever nature directly or indirectly arising from or out of or in consequence of the use retention storage or disposal of any

tissue organs or other material removed from a human being whether deceased or not unless the fully informed consent of either the person or the next of kin has been obtained to such use retention storage or disposal.

**6. What about Clinical Trials?**

The insurer shall not be liable in respect of any claim or costs or expenses arising out of clinical trials.