

BASW Membership

Professional Indemnity Cover

FACTSHEET

Who is insured?

All current, paid-up BASW members, including life members who are resident in the UK.

UK Members are covered for work carried out whilst abroad.

Members based permanently overseas are not normally covered. Please contact BASW for specific queries.

Retired BASW members are insured only in respect of claims arising out of any professional activities performed while they were members of BASW and provided that the individuals have maintained membership of BASW since retirement.

What is the amount insured?

£5 million any one claim or in total during any one period of insurance.

Including any legal costs you may sustain in defending yourselves and any legal costs of the claimant that you may be called upon to pay as result of a judgment against you.

There is a lower limit of £50,000 in respect of any lost or destroyed documents that you are required to replace and which are necessary for the performance of your professional activities.

What is insured?

Claims made against you and advised to us during the period of insurance arising from:

- allegations of negligence or your breach of duty of care;
- negligent mis-statements or misrepresentation;
- alleged breach of intellectual property rights;
- breach of confidence or misuse of any information which is either confidential or subject to statutory restrictions on its use;
- defamation;
- any other civil liability unless excluded under 'What is not covered' below.

What is not covered?

Claims arising out of:

Investment advice including the administration of any pension fund or dealing with any stocks or shares.

Breach of any tax laws or anti-competition legislation including restraint of trade or anti-trust regulation.

Pollution or contamination. Transmission of any computer virus. Asbestos risks.

Any liability that you assume under a contract which is greater than your liability would have been at law without such a contract.

Death, injury or disease suffered by anyone unless arising directly from your breach of a duty of care in the performance of your professional activity.

Any liability for employees, which includes any discrimination or harassment of them.

The destruction or damage of any property, again unless arising from your breach of duty of care in the performance of a professional activity.

The ownership of any vehicle whether used on the land, sea or air.

Any personal liability that you may incur as a director or officer of any company. Any claims arising from the company in which you have a financial executive or managerial interest, unless those claims come from an independent third party and arise from the performance of your professional activity.

Claims arising from the sale, manufacture or supply of any product.

Deliberate, reckless or dishonest acts.

Any pre-existing problem which you knew about or should have reasonably known about before the insurance started.

Any valuable documents such as share certificates, cash, art work are not insured.

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Do I have to pay anything?

You don't have to pay anything. BASW will pay any excess due under the terms of the policy.

Am I covered for work overseas?

Yes – work conducted outside of the United Kingdom is insured. The only exclusion is in respect of any claim relating to work conducted in, or claims brought against you in the North American Courts. This is because the American Court system is significantly different from the rest of the world and claims are notoriously more expensive and difficult to settle.

Please note that it is your responsibility to ensure that all registration and other legal requirements are met whilst working abroad. The Professional Indemnity insurance will not provide cover for you unless these legal requirements have been met by you.

What should I do if I receive a claim against me?

If you receive a notification of a claim against you or have reasonable grounds to believe that a claim might be produced, do not delay in telling BASW. Failure to notify promptly could mean that insurers refuse to deal with the claim and you will have to pay for it yourselves. Contacting us early is always going to be beneficial: we have a highly trained and experienced team of people waiting to help and insurers want to know about things as soon as possible.

Please note: We have picked out what we believe to be the most important exclusions and conditions in the policy. However this is a legal document so if you wish to examine the policy itself, please make arrangements to visit BASW in Birmingham at a mutually convenient time to review the original documents. It is a condition of the insurers that copy policies are not freely available as this is regarded as confidential document between your Association and the insurers

Frequently asked questions

CAN I REDUCE THE AMOUNT OF COVER AND GET A RETURN OF PREMIUM?

Sorry, no. This scheme has been carefully prepared to give maximum benefit to all BASW members at a highly competitive rate. There would be no financial advantage in reducing the cover in respect of specific members.

WHAT IF I REQUIRE MORE COVER THAN £5 MILLION ANY ONE CLAIM?

Again, the scheme has been set up to provide what we believe to be the optimum amount of cover for the requirements of most of the members. Insurers are prepared to listen to requests for individual increases in the limit, but the premiums involved are very expensive.

I ALSO DO THINGS THAT ARE NOT RELATED TO MY SOCIAL WORK ACTIVITIES – ARE THEY COVERED?

Again, unfortunately not. If you run external activities such as scout groups or local youth activities, then these are not insured. Only those activities conducted as part of your professional duties are insured.

I HAVE FRIENDS WHO WORK FOR ME BUT THEY ARE NOT MEMBERS OF BASW – ARE THEY COVERED?

The intention of this policy is only to protect current BASW members. We would recommend that they become members of BASW and enjoy the many benefits attributable to membership.

WHAT ABOUT THE BASIS OF THE CLAIM? DO YOU NOTIFY THE INSURERS WHO WERE IN PLACE WHEN THE ALLEGED INCIDENT OCCURRED, OR NOTIFY THE INSURERS WHO ARE IN PLACE WHEN THE CLAIM WAS FIRST BROUGHT TO YOUR ATTENTION?

Its very important to be clear on this. The insurer who deals with the claim is the one in place when you are first made aware of the problem. That's why it's so important to tell us **immediately** you are aware of the problem.