

MASTER SCHEDULE

Policy Number	UC PMH 3359959
Schedule Number	2009 - 7 - 50032
Broker	LFC (Graybrook Account) (UC7810)
Named Insured	The Chartered Society of Physiotherapy
Postal Address	14 Bedford Row London WC1R 4ED
Business	The Profession of Physiotherapy as recognised bytheChartered Society of Physiotherapy
Period of Insurance	A) EFFECTIVE FROM 1st July 2009 B) TO 30th June 2010 (Both Dates Inclusive)
Renewal Date	1st July 2010

MASTER SCHEDULE (Continued)

The following Section(s) and Optional Extension Clauses of the Policy are operative

Section(s) / Optional Extension Clauses	Renewal Premium(s)	Future Renewal Premium(s)
Public and Products Liability	£35,520.00 *	£35,520.00 *
Sub Total	£35,520.00 *	£35,520.00 *
Insurance Premium Tax	£1,776.00 *	£1,776.00 *
Total	£37,296.00 *	£37,296.00 *

Schedule Issued Code 00550208

Policy Endorsement(s)

F0580	Definition of Member
F0581	Territorial Limits
F0582	Arbitration
F0583	Bodily Injury
F0584	Irish Members
GE14A	Loyalty Agreement (Standard) Excluding Employers Liability
GE17A	17A Health Care Exclusion
GE21A	21A Abuse

An * denotes that the premium stated is a deposit premium subject to adjustment in accordance with the General Conditions

**GENERAL POLICY ENDORSEMENTS
F0580 - Definition of Member**

Definition of Members F0081

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 5 April 2002

A Member is deemed to be any member of the Chartered Society of Physiotherapy including students provided they are acting under the supervision of a qualified physiotherapist or person of equal professional status.

In the event of the death of a Member Indemnity will be provided to the Members personal representatives in respect of any liability incurred by the Member and which would otherwise fall to be dealt with under the terms of this insurance

Subject otherwise to the terms and conditions of the policy

**GENERAL POLICY ENDORSEMENTS
F0581 - Territorial Limits**

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 1st July 2009

It is hereby noted and agreed that the cover by this Policy applies Worldwide but does not apply in respect of

any liability arising from Members permanently resident outside the United Kingdom or Ireland other than those Members who were overseas residents as at 1st January 1999 and whom continue to pay a membership subscription in the requisite category of the Chartered Society of Physiotherapy

Subject otherwise to the terms conditions and exclusions of the Policy

**GENERAL POLICY ENDORSEMENTS
F0582 - Arbitration**

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 1st July 2009

In the event of there being a dispute as to whether an incident giving rise to a claim is within the scope of the professional activities of a Chartered Physiotherapist the decision of the Council of the Chartered Society of Physiotherapy is to be binding on all parties

Subject otherwise to the terms conditions and exclusions of the Policy

**GENERAL POLICY ENDORSEMENTS
F0583 - Bodily Injury**

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 1st July 2009

It is hereby noted and agreed that General Definition 3. Bodily Injury is restated as follows

The words 'Bodily Injury' shall mean

- (a) death injury disease or illness of any person or animal
- (b) mental injury or mental anguish and shock

Subject otherwise to the terms conditions and exclusions of the Policy

**GENERAL POLICY ENDORSEMENTS
F0584 - Irish Members**

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 1st July 2009

Notwithstanding any provision in this Policy to the contrary this Policy does not provide any indemnity for Irish Members after 1st January 2005

Subject otherwise to the terms conditions and exclusions of the Policy

GENERAL POLICY ENDORSEMENTS

GE14A - Loyalty Agreement (Standard) Excluding Employers Liability

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 1st July 2009

Period of Agreement From 01/07/09 to 30/06/12

It is noted and agreed in accordance with the terms and conditions of the separate agreement entered into between the Company and the Named Insured that

- a. the rates applied to all sections of the Policy other than the Employers' Liability Section shall be maintained for the Period of Agreement shown above
- b. the Company shall pay at the end of each Period of Insurance arising during the Period of Agreement a percentage rebate of the premium as specified below (other than for the Employers' Liability section) for the expiring Period(s) of Insurance provided that
 - i. the Aggregated Earned Loss Ratio is less than the percentages specified below over the Period(s) of Insurance
 - ii. the Policy is renewed for a further annual Period of Insurance (which shall include the first subsequent Period of Insurance following the expiry of the Period of Agreement)
 - iii. information as required for any section of the Policy that is subject to premium adjustment and revised estimates (including but not limited to wage roll turnover and sums insured) for the forthcoming Period of Insurance have been submitted to the Company
- c. the Named Insured will
 - i. offer annually to renew the insurance under the above Policy with the Company at the expiry of the first and second Period of Insurance arising during the Period of Agreement on the terms and conditions which may be varied as agreed or otherwise permitted in accordance with this endorsement
 - ii. pay the premium thereon annually in advance

Aggregated Earned Loss Ratio	Rebate Payable		
	1 st Period of Insurance	2 nd Period of Insurance <small>(including gross claims paid & outstanding incurred for 1st Period of Insurance)</small>	3 rd Period of Insurance <small>(including gross claims paid & outstanding incurred for 1st & 2nd Period of Insurance)</small>
Less than 15%	5%	7.5%	10%
Less than 30%	3.5%	5%	7.5%

The undertaking stated in this endorsement shall apply to any policy that may be issued by the Company within the Period of Agreement in substitution for this Policy and to any other policy that the Company and the Named Insured agree shall be subject to the undertaking stated in this endorsement

GENERAL POLICY ENDORSEMENTS**GE14A - Loyalty Agreement (Standard) Excluding Employers Liability
(Continued)**

(GE14A - Loyalty Agreement (Standard) Excluding Employers Liability - continued)

Definition applying to this endorsement

The words 'Aggregated Earned Loss Ratio' shall mean the cumulative sum of the gross claims payments made and outstanding excluding claims incurred under the Employers' Liability Section where operative divided by the cumulative sum of the gross premium earned (minus any premium rebate) over the Period(s) of Insurance arising during the Period of Agreement (as detailed above) multiplied by 100

Conditions applying to this endorsement

1. The Company reserves the right to void this endorsement if
 - a. the Named Insured is in breach of any Policy terms or conditions
 - b. required to by law or regulation
2. The Company reserves the right to adjust the rates applied to this Policy to reflect any
 - a. material changes in the risks insured under the Policy and the Company shall be the sole arbiter as to what constitutes a material change
 - b. legally or regulatory required alterations or restrictions to terms and conditions of the Policyand it is agreed that changes as a result of this paragraph will not void this endorsement
3. For the purpose of this endorsement Insurance Premium Tax shall be ignored and any additional Insurance Premium Tax due shall continue to be borne by the Named Insured
4. This endorsement can be renegotiated by mutual consent at any time
5. The Company and the Named Insured agree that this endorsement shall remain in force for a minimum of the first and second Period of Insurance arising during the Period of Agreement and subject to a three-month notice period each party may exercise their right to cancel thereafter

Subject otherwise to the terms conditions and exclusions of the Policy

**GENERAL POLICY ENDORSEMENTS
GE17A - 17A Health Care Exclusion****Attaching to and forming part of****Policy Number** UC PMH 3359959**Effective Date** 1st July 2009

As from the effective date shown above

1. General Definition 28 Professional Healthcare Services and Exclusion 13 applying to the Public and Products Liability Section and Exclusion 14 applying to the Professional Indemnity Section is deleted
2. In so far as indemnity would otherwise be provided the Company shall not be liable under the
 - (a) Public and Products Liability Section
 - (b) Professional Indemnity Section

where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of Bodily Injury arising from an act or omission in the provision of or failure to provide Health Care but this shall not apply (in so far as indemnity is otherwise provided) in respect of legal liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse

For the purpose of this endorsement the words

- (a) 'Health Care' shall mean health care (but not First Aid) rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members
Such members shall include but not be limited to

- (i) medical and dental practitioners
- (ii) nurses
- (iii) midwives
- (iv) care assistants and nursing auxiliaries
- (v) ambulance personnel
- (vi) laboratory technicians
- (vii) professions allied to medicine
- (viii) social workers

- (b) 'First Aid' shall mean emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person by an Employee or volunteer worker of the Named Insured in the course of carrying out their duties when undertaking the Named Insured's business activities
- (c) 'Abuse' shall mean any illegal or offensive act or omission that results in the maltreatment of a person and which may be of (but not limited to) a physical sexual verbal psychological or emotional or financial nature

Subject otherwise to the terms conditions and exclusions of the Policy

**GENERAL POLICY ENDORSEMENTS
GE21A - 21A Abuse****Attaching to and forming part of****Policy Number** UC PMH 3359959**Effective Date** 1st July 2009

As from the effective date shown above

1. The following General Definition is added to the Policy

Abuse

The word 'Abuse' shall mean any illegal or offensive act or omission that results in the maltreatment of a person and which may be of (but not limited to) a physical sexual verbal psychological or emotional or financial nature

2. The following General Condition is added to the Policy

Abuse

This condition shall apply in respect of the Public and Products Liability Section and Professional Indemnity Section where insured

In so far as indemnity is provided under the Public and Products Liability Section and Professional Indemnity Section in respect of any legal liability (and or prosecution defence costs and expenses in so far as indemnity is provided under the Public and Products Liability Section) directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse it is understood and agreed that

- (a) any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other limit stated in the Policy shall (where not already so stated) be the total amount payable in the aggregate in respect of all claims during any one Period of Insurance and which amount shall be inclusive of all claimants' and defence costs and expenses to the extent indemnified for (and in respect of the Public and Products Liability Section prosecution defence costs and expenses to the extent indemnified for)
- (b) where legal liability is not attributable to a single identifiable event that occurs at a single fixed time and place then for the purpose of what constitutes one claim in respect of the provision of indemnity under this Policy and the application of the Deductible and inter alia paragraph (a) of General Exclusion 5 all occurrences of Abuse suffered by any individual Third Party claimant committed during the Period of Insurance shall be considered individually as one claim
- (c) for the purposes of this condition the reference to Period of Insurance in paragraphs (a) and (b) above shall include any period prior to the Period of Insurance where the insurance is subject to a retroactive date provision which relates to a period prior to the Period of Insurance during which any act or omission giving rise to indemnity under the insurance may have been committed
- (d) the insurance provided by the Public and Products Liability Section and Professional Indemnity Section shall not indemnify
 - (i) any medical or dental practitioner whomsoever or
 - (ii) any other person who is an Insured against any legal liability (and or prosecution defence costs and expenses in so far as indemnity is provided under the Public and Products Liability Section) directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse committed by that individual person which is
 - (A) dishonest or criminal or fraudulent or
 - (B) the result of deliberate wrongdoing or recklessness

**GENERAL POLICY ENDORSEMENTS
GE21A - 21A Abuse (Continued)**

For the avoidance of doubt indemnity shall continue to apply in respect of the Named Insured's vicarious liability for such acts of another person but not where Abuse arises out of acts or omissions authorised by the Named Insured or at the request of or with the approval of the Named Insured where such authorisation request or approval is dishonest or criminal or fraudulent or results from deliberate wrongdoing or recklessness

- (e) where indemnity is provided to indemnify the Named Insured for their vicarious liability for the acts of the person or persons committing such Abuse it is hereby noted and agreed for the avoidance of doubt with regard to the application of General Condition 8 that the Company shall exercise said rights against any Employee committing such Abuse which is dishonest or criminal or fraudulent or the result of deliberate wrongdoing or recklessness

**PUBLIC AND PRODUCTS SECTION
SCHEDULE**

Policy Number	UC PMH 3359959
Schedule Number	2009 - 7 - 50032
Effective Date	1st July 2009
Limit of Indemnity	£10,000,000 Any one occurrence as stated in the Policy £10,000,000 For Products Liability the amount opposite shall be the total amount payable during any one Period of Insurance as stated in the Policy
Section Deductible(s)	
£250	in respect of third party property damage other than described below
Section Premium	£35,520.00 Minimum & Deposit Premium
Schedule Issued Code	00550309
Section Endorsement(s)	
PL06	North American Jurisdiction
PL51	Abuse Inner Limit
PL59	Corporate Manslaughter and Corporate Homicide Act 2007 Defence Costs

**PUBLIC AND PRODUCTS LIABILITY ENDORSEMENT
PL51 - Abuse Inner Limit****Attaching to and forming part of****Policy Number** UC PMH 3359959**Effective Date** 1st July 2009

It is noted and agreed that as from the effective date shown above in respect of any indemnity provided under this Section or any Optional Extension Clauses or endorsements attaching thereto for legal liability (and or prosecution defence costs and expenses to the extent indemnified for under clause 4 of the Cover) directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse the amount of the Limit of Indemnity stated in the Section schedule

- (a) shall be reduced to £ 1,000,000 and which for the avoidance of doubt shall be the total amount payable in the aggregate in respect of all claims during any one Period of Insurance to the extent indemnified for under clauses 1 and 2 and 3 and 4 of the Cover and
- (b) which amount shall be inclusive within and not in addition to the amount of the Limit of Indemnity stated in the Section schedule

Subject otherwise to the terms conditions and exclusions of the Policy

**PUBLIC AND PRODUCTS LIABILITY ENDORSEMENT
PL59 - Corporate Manslaughter and Corporate Homicide Act 2007
Defence Costs**

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 1st July 2009

The Company will indemnify the Named Insured in respect of all costs of legal representation incurred with the Company's written consent for

1. the defence of any criminal proceedings or
2. in an appeal against conviction arising from such proceedings

brought against the Named Insured for an offence of corporate manslaughter or corporate homicide arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending legislation thereof) committed or alleged to have been committed during the Period of Insurance in the course of the Business Provided that

- a. in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- b. the proceedings relate to the death of any person other than an Employee
- c. the indemnity will not apply to
 - i. proceedings consequent upon death resulting from any deliberate act or omission but this exclusion shall not apply where death is caused by the way in which the Business is managed or organised by the Named Insured and amounts to a gross breach of a relevant duty of care owed by the Named Insured to the deceased
 - ii. fines or penalties of any kind
 - iii. any circumstances where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- d. the financial limit of the Company's liability under this extension to the Public and Products Liability Section and any equivalent extension to the Employers' Liability Section shall not exceed in the aggregate £1,000,000 in respect of all acts or omissions committed or alleged to have been committed during the Period of Insurance and shall be in addition to the amount of the Limit of Indemnity stated in the Section Schedule
- e. for the avoidance of doubt where there is a Deductible stated in the Section Schedule it shall apply in respect of this extension and the amount of the Deductible shall form part of the specified amount detailed in (d) above as the Company's limit of liability and such limit shall not apply in excess of the amount stated as the Deductible

Subject otherwise to the terms conditions and exclusions of the Policy