

THE CHARTERED SOCIETY OF PHYSIOTHERAPY MEMBERS PROFESSIONAL AND PUBLIC LIABILITY INSURANCE SCHEME

As a member of The Chartered Society of Physiotherapy you receive the following insurances and options as part of your membership benefits.

MEDICAL & PROFESSIONAL LIABILITY

Insurance Period:	1 st July 2011 – 30 th June 2012
Indemnity Provider:	MPS Risk Solutions Limited
Policy Number:	SCH0000003
Basis of Cover:	Claims Made (that is to say only claims first reported to members during the current period of insurance are insured). A period of six months after expiry date of the policy will be allowed, to report claims made against any member during the period of insurance which have not already been notified to insurers.
Retroactive Date:	31 st January 1980 (no treatments or incidents occurring prior to this date will be covered regardless of the date of claim, unless the claim is in excess of £15,000).

Section A – Malpractice

Provides cover in respect of bodily injury to any patient or client caused as a result of breach of professional duty, negligent act, error or omission committed by the member (or the member's employees or by a self employed person/sub contractor acting on the member's behalf for whose acts the member is legally liable).

Limit of Indemnity: £5,000,000 any one claim including defence costs.

Section B – Good Samaritan Acts

Defence costs incurred in connection with any claim made against a member by reason of Good Samaritan Acts carried out by the member or the member's employee.

Limit if Indemnity: £5,000,000 any one claim including defence costs.

Section C – Professional Indemnity

Any claim (other than in respect of bodily injury), resulting from breach of professional duty, negligent act, error or omission or breach of confidentiality committed by the member (or by member's employees or self employed persons or sub contractors acting on the member's behalf, for whose acts the member is legally liable).

Limit of Indemnity: £5,000,000 any one claim including defence costs. (With an inner sub limit of £100,000 in respect of claims relating to Libel and Slander).

Aggregate Limit of Indemnity: The maximum amount payable for all claims and investigations is £10,000,000 in any policy year in respect of any one member.

- Who Benefits from this Protection?:
- (a) Any qualified individual member of the CSP registered with the Health Professions Council (HPC) and practising in the United Kingdom, Northern Ireland, Channel Islands or the Isle of Man.
 - (b) Any Associate member.
 - (c) Any student member provided the student is acting under the supervision of a qualified member or person of equivalent professional status.
 - (d) Members who were permanently resident in Ireland up to the 31st December 2004. (No cover other than run-off is now provided to any member resident in the Republic of Ireland).
 - (e) Members who were permanently resident overseas as at the 31st December 1998 and continuing to hold full practicing membership of the Society. No cover however applies to any member resident in Australia, USA or Canada (regardless of when they emigrated). Any member emigrating after the above date should obtain appropriate insurance cover in the territory of practice.
 - (f) Any person who is acting as a principal of a member provided the claim has been caused by the negligent act, error or omission of the member.
 - (g) Professional networks of the CSP but only relating to their activities within the scope of physiotherapy practice.
 - (h) The heirs, executors, legal or personal representatives of deceased members for claims arising from circumstances occurring after the retroactive date, and within the scope of activities insured.

Scope of Activities Insured: Physiotherapy practice as defined and interpreted by The Chartered Society of Physiotherapy (but excluding animal or veterinary physiotherapy).

Territories Where Cover Applies: The United Kingdom, Northern Ireland, Channel Islands and the Isle of Man and in respect of members *ordinarily* or *temporarily* resident in these territories, they may also practice in the Republic of Ireland, or temporarily elsewhere in the World, excluding Australia, United State of America and Canada, except as permitted by the following:-

Australia

Cover in Australia is restricted only to members treating British Teams, British Athletes or members of staff of other British organisations by whom the member has been appointed.

USA and Canada

Cover is provided for members visiting the USA or Canada but **does not include** the treatment of US or Canadian nationals.

Important Note:

The policy does not cover any legal proceedings in the USA or Canada or anywhere using USA or Canadian jurisdiction even if the patient (regardless of nationality) who brings the action was actually treated elsewhere in the World.

Treatment of British Teams Abroad:

Cover applies anywhere in the World in respect of members treating British teams, British athletes or members of staff of other British organisations by whom the member has been appointed (except for the treatment of US or Canadian nationals when being treated in the USA or Canada.).

Working from Home:

Included subject to the work being undertaken within the scope of physiotherapy practice. However members are advised to inform their home insurers of *any* business activities undertaken from their private

residence. Cover for *additional activities* is available as a separate option (please consult the Society's brokers for details).

Members *Temporarily* resident in the United Kingdom, Channel Islands and the Isle of Man:

Cover includes members who are temporarily resident in the United Kingdom, but does not include treatments in their own country of domicile. Cover ceases when temporary residency in the UK ends, regardless of whether CSP membership is retained.

Run-Off Cover:

Extends to members and former members holding or having held CSP or student membership at the time of treatment, including:

- former Irish members who held full practising membership with the CSP up to 31st December 2004.
- Overseas members who held full practising membership of the CSP up to 31st December 1998 provided full practising or other continuing membership is retained with the Society *at the date of claim*.

Excess:

There is no excess payable in respect of any claim under the Medical and Professional Liability sections of this scheme.

NOTABLE EXCLUSIONS

- This policy does not cover employees who are Medical or Dental Practitioners or Physiotherapists employed by members (Physiotherapy employees should retain their own separate CSP membership).
- Claims which are covered by other insurances or indemnities.
- Any claim against members practising illegally or without the appropriate licences, permits or authority (in the United Kingdom, members must be HPC registered at the date of treatment or advice or whilst otherwise practicing as a Physiotherapist).
- Any treatment or advice outside the Scope of Physiotherapy practice (as defined by the CSP). *Please refer to the Society's Brokers in respect of cover for additional activities.*
- Treatment of animals.
- Any claim arising from treatments or advice unless full or student CSP membership was held at the time such treatments were given.
- Claims against members in their capacity as a Director, Officer or spokesperson of a Corporate or Professional Association.
- Any Liability assumed under contract which goes beyond the duty to use such skill and care as is usual in the conduct of the member's profession.
- Any claim arising directly or indirectly from the transmission to patients or other person of Hepatitis Virus, HIV or Aids.
- Any claim arising from allegations of actual or attempted sexual relations, sexual contact or intimacy, harassment or exploitation, whether under the guise of treatment or not, or in the course of treatment or not.
- Any services provided by members to any pharmaceutical company.
- Any claim arising from clinical trial or research projects (unless approved by or conducted in accordance with any conditions or approvals made by a properly constituted Ethics Committee.)
- Any claim involving infringement or copyright, patent, registered design, trademark or passing off and/or other intellectual property rights.
- Any fines, penalties, punitive, aggravated or exemplary damages.
- Any claims against firms or corporate entities (unless the firms comprise solely CSP practicing members).

OPTIONAL COVERS

- Top-Up:** Members may increase the standard Limit of Indemnity under the PLI Scheme to £10,000,000 any one claim. This will also be the maximum limit in respect of each member for all claims in any one period of insurance. The top-up is worth considering when members are involved in the treatment of high net worth clients, elite athletes or professional sports men and women. Please consult the Society's brokers for details by visiting www.lfcgraybrook.co.uk.
- Members of Physio First and AACP currently receive Top-Up cover which provides them with an extra £5 million per claim in addition to the CSP cover of £5 million per claim. The additional cover excludes the treatment of English & Scottish Premiership Footballers, but otherwise applies to all other treatments undertaken within the Scope of Physiotherapy Practice from their respective commencement dates. Please refer to the Physio First and AACP members pages of the Brokers website www.lfcgraybrook.co.uk for more information.*
- Self Employed and Partnership Businesses:** The PLI scheme includes sole trader and partnership business activities which comprise solely CSP members operating within the scope of practice. However additional activities may be separately insured by arrangement with the Society's brokers. Please see the Physiotherapy section of www.lfcgraybrook.co.uk for details.
- Business Liability Cover:** The PLI scheme *does not include* corporate entities. Please refer to the Society's brokers for options on separate policies for partnerships which include non CSP members or for limited companies. More information available from www.lfcgraybrook.co.uk.
- Non Physiotherapy Activities:** Separate cover is also available for additional activities when undertaken by individual members, partnerships or corporate entities. Please consult the Society's brokers for details on www.lfcgraybrook.co.uk.

PUBLIC LIABILITY

- Insurance Period:** 1st July 2011 – 30th June 2012
- Insurer:** Travelers Insurance Company Limited
- Policy No:** UC PMH 3359959
- Cover:** Public and Products Liability including:-
- (a) claims for which members become legally liable to pay as compensation for and arising out of accidental injury (other than by treatment) or damage to property (other than property owned or in the custody of members) arising from activities within the Scope of Physiotherapy Practice.
 - (b) legal defence costs for the defence of any criminal proceedings arising from breach of:
 - The Consumer Protection Act 1987
 - Health & Safety at Work Act 1974
 - Food Safety Act 1990
 - (c) includes liability arising from the terms of the Defective Premises Act 1972.
 - (d) indemnifies Members in respect of liability arising from the Data Protection Act.
 - (e) indemnity can be granted to any principal for whom the Member is carrying out work under contract or agreement for which the Member would have been entitled to indemnity under this section if the claim had been made against the Member.

- (f) legal liability incurred in a personal capacity whilst engaged in non-manual visits outside of the U.K.

Basis of Cover:	This policy is arranged on an 'occurrence' basis which means the cover applying at the time of the incident will respond to any subsequent claims.
Limit of Indemnity:	£10,000,000 any one occurrence and in respect of Pollution and Products Liability claims, £10,000,000 in total during any one period of insurance. The limits of indemnity apply to the policy overall and not per Member.
Increased Indemnity Option:	None available.
Who is Insured by this Policy?	(a) any individual Member of The Chartered Society of Physiotherapy including Physiotherapy Associates and students provided they are acting under the supervision of a Chartered Physiotherapist or a person of equal professional status. (b) Irish Members up to the 31 st December, 2004. (c) other Members resident outside of the United Kingdom and Ireland who were overseas residents as at the 1 st January, 1999 and continue to pay a membership subscription in the requisite CSP category.
Activities Insured:	The Practice of Physiotherapy as recognised by The Chartered Society of Physiotherapy (including Animal/Veterinary Physiotherapy). (Please refer to the Society's Brokers for insurance in respect of any additional activities).
Geographical Limits:	Worldwide in respect of Members ordinarily or temporarily resident in the United Kingdom.
Notable Exclusions:	<ul style="list-style-type: none">▪ Loss of or the provision of wrongful information, in or from computer programmes, tapes or data recording equipment.▪ Liability in respect of bodily injury sustained by an Employee.▪ Liability for Financial Loss.▪ Bodily injury arising from any act or omission in the provision of or failure to provide professional health care services.▪ Liability arising out of advice, design, planned formula, specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged.▪ Any abuse claims exceeding £1,000,000 in aggregate in any period of insurance (this limit applies to the policy overall, not per Member).▪ The first £250 of any third party property damage claim.
All Partnerships or Corporate Entities:	The Public Liability insurance applies only to <i>individual members</i> operating <i>within the scope of physiotherapy practice</i> . All other entities including partnerships and companies or individual members undertaking activities outside the scope of practice should arrange separate Public Liability cover.

CLAIMS

Any Member becoming aware of a claim or a potential claim or circumstances which may lead to a potential claim must immediately notify details to the CSP who will issue an appropriate Claims Notification Form. The Form must be completed and returned to the Society within seven days together with any other relevant information including copies of all correspondence and details of any complaint or allegations made against the Member. On verification of Membership, the Claim Notification will be passed to the CSP's insurance brokers and insurers for attention.

The Members insured agree: To give insurers all information, documents and assistance they may require to investigate any claim or circumstance and to cooperate fully with them and to assist and procure that the Members' employees assist in the defence of any claim.

To retain all medical records for a reasonable period after completion of any treatment. The minimum period for which Members must maintain records is six years after completion of any treatment or in the case of any treatment provided to a child six years after the child's 18th Birthday, but the Member must maintain medical records for longer periods if it is considered reasonable to do so.

Not without insurers prior written consent admit any liability for a claim or a potential claim, nor do (by act or omission) anything which may compromise the insurers ability to defend a claim nor make any payment nor incur any costs or expenses which are not authorised by the insurers.

That any Solicitor appointed by the insurers to act on behalf of the Member may disclose to them any information, evidence or documents that the Member has provided to that Solicitor whether privileged or not.

That if the Member fails to comply with any of the requirements of these conditions, insurers will not provide cover under this policy for that claim.

Important Warning

Any claims, incidents or circumstances not promptly reported could fall outside the permitted timescales for registering claims or potential claims. In such circumstances, the CSP or their insurance brokers can not be held responsible if such delays invalidate the cover provided.

Any Member requiring information on the progress or otherwise of any claim, may contact the Scheme Brokers:-

LFC Graybrook Limited
MKM House
Baron Road
South Woodham Ferrers
ESSEX CM3 5XQ

Tel: 01245 321185
email: Graybrook@lfcinsurance.co.uk
website: www.lfcgraybrook.co.uk

INSURANCE AND SCOPE OF PRACTICE ENQUIRIES

This document has been produced by the Society's brokers, and members should therefore direct all enquiries relating to insurance directly to the Society's brokers:-

LFC Graybrook Limited
MKM House
Baron Road
South Woodham Ferrers
ESSEX CM3 5XQ

Tel: 01245 321185
email: Graybrook@lfcinsurance.co.uk
website: www.lfcgraybrook.co.uk

Please note however the Society's brokers are not authorised or qualified to make judgements on the scope of physiotherapy practice. Such enquiries should be directed to the appropriate department of The Chartered Society of Physiotherapy.

Members are requested that they satisfy themselves the cover provided under the scheme affords appropriate and adequate insurance protection for their professional activities. Please consult the Society's brokers for options on increased limits or extended covers.

COMPLAINTS

Whilst all reasonable care has been taken in compiling this Insurance Scheme which provides suitable Professional insurance for Members of the Chartered Society of Physiotherapy operating within the scope of physiotherapy practice, any complaints should be directed to:

Mr. William Hulse ACII,
Managing Director,
LFC Graybrook Limited,
MKM House,
Baron Road,
South Woodham Ferrers,
Essex CM3 5XQ

Tel: 01245 321185
email: william.hulse@lfcinsurance.co.uk.

FINANCIAL SERVICES AUTHORITY

LFC Graybrook Limited is an appointed representative of LFC Insurance Group, LFC House, Knight Street, South Woodham Ferrers, Essex. CM3 5ZL and is authorised and regulated by the Financial Services Authority. You can check this on the FSA's register by visiting the FSA's website www.FSA.gov.uk/register or by contacting the FSA on 0845 6061234.

POLICY DOCUMENTS

Copies of the full policy wordings are available upon request or by visiting the CSP's Members website, or the Physiotherapy section of the brokers website www.lfcgraybrook.co.uk.