Professional Liability Insurance Scheme for Members of the Chartered Society of Physiotherapy

1st July 2016 – 30th June 2017

Summary of Cover

Graybrook

16th December 2016
Summary of Members PLI Insurance Scheme

Contents

Section 1 ................................................................. 6-7
Introduction ........................................................................................................ 6-7
Key changes to cover from 1st July 2016 ......................................................... 8

Section 2 ............................................................................................................ 9

CSP Members Medical Professional Liability Insurance ........ 9

What is Covered .............................................................................................. 9
Insurer .................................................................................................................. 9
Insurance Period ............................................................................................... 9
Policy Reference Number .................................................................................. 9
Basis of Cover ....................................................................................................... 9
Limits Insured ..................................................................................................... 10
Breach of Professional Confidentiality ............................................................... 10
Data Protection Act 1988 ................................................................................... 10
Internet Activities .............................................................................................. 10
Loss of Documents ............................................................................................. 11
Libel & Slander ................................................................................................... 11
Pure Economic Loss ........................................................................................... 11
Product Liability ................................................................................................. 12
Who is Covered .................................................................................................. 13-14
Scope of Activities Insured .............................................................................. 14
Territorial Limits Insured .................................................................................... 15
International Cover ............................................................................................. 15-17
Summary of Members PLI Insurance Scheme

Contents (Continued)

CSP Members Medical Professional Liability Insurance (Continued) .......................................................... Page

Obligations to Practice Legally .............................................. 18
Run-Off Cover .................................................................. 18
Key Exclusions .................................................................. 19-21
Insurance for Members’ Principals/Locums ...................... 21-22
Contracts of Employment (Indemnity to Employers) ........ 22
Demonstration and Tuition ................................................. 23
Vicarious Liability ............................................................. 23
Overseas Members .......................................................... 24
Concurrent Insurances ...................................................... 24
Corporate Liability Cover .................................................. 25-26

Section 3

Key Requirements for PLI Cover to be Effective ............... 27

Considerations for insurance to be valid ......................... 27-28

Section 4

Top-Up Covers ................................................................. 29

Physio First & AACP Members ........................................ 29
Individual Top-Up Covers .............................................. 29
Important Notes ............................................................. 29
Summary of Members PLI Insurance Scheme

Contents (Continued)

Section 5 Page

CSP Members Public/Product Insurance....................................... 30

What is Covered 30
Insurer 30
Policy No. 30
Insurance Period 30
Basis of Cover 30
Limits of Indemnity 30
Excess 30
Who is Covered 31
Scope of Activities Insured 31
Territorial Limits 31
International Cover 32
Cross Liabilities 32
Abuse 32
Corporate Manslaughter & Corporate Homicide Act 2007 33
Indemnity to Principal 33
Vicarious Liability 33
Property/Occupiers Liability/Exhibitions 34
Consumer Protection/Health & Safety at Work Act/Food Safety Act—Prosecution Defence Costs 34
Data Protection Act 1988 35
Other Insurance 35
Property in Member’s Care 35
Products Liability 35
Key Exclusions 36-37
## Summary of Members PLI Insurance Scheme

### Contents (Continued)

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 6</strong></td>
<td></td>
</tr>
<tr>
<td>Optional Insurances</td>
<td>38</td>
</tr>
<tr>
<td>CSP Students Practicing Sports Massage Therapy</td>
<td>38</td>
</tr>
<tr>
<td>Business Risks</td>
<td>38</td>
</tr>
<tr>
<td>Business Liability Insurance</td>
<td>38</td>
</tr>
<tr>
<td>Non Physiotherapy Activities</td>
<td>39</td>
</tr>
<tr>
<td>Other Optional Insurance</td>
<td>39</td>
</tr>
<tr>
<td>Individual Top-up Covers</td>
<td>40</td>
</tr>
<tr>
<td><strong>Section 7</strong></td>
<td></td>
</tr>
<tr>
<td>Contacts</td>
<td>41</td>
</tr>
<tr>
<td>Insurance and Scope of Practice Enquiries</td>
<td>41</td>
</tr>
<tr>
<td>CSP’s Insurance Brokers</td>
<td>41</td>
</tr>
<tr>
<td>Complaints</td>
<td>42</td>
</tr>
<tr>
<td>Financial Conduct Authority</td>
<td>42</td>
</tr>
<tr>
<td>Policy Documents</td>
<td>42</td>
</tr>
<tr>
<td><strong>Section 8</strong></td>
<td></td>
</tr>
<tr>
<td>Claims Reporting</td>
<td>43</td>
</tr>
<tr>
<td>Initial Notification</td>
<td>43</td>
</tr>
<tr>
<td>Claims Procedures and Record Keeping</td>
<td>43-44</td>
</tr>
<tr>
<td>Appendix A</td>
<td>Exclusion— Treatment of Professional Footballers</td>
</tr>
</tbody>
</table>
Section 1

Introduction

All registered Health Professionals are required to be insured for their work and should hold appropriate Professional Liability Insurance to provide for those activities. Members of the CSP in designated Membership Categories benefit from individual Medical Professional Liability and Public Liability Insurance as part of Membership benefits. The policies forming part of the Members’ PLI Scheme are detailed in this paper and comprise:-

- Medical Professional Liability Insurance currently provided by MPLC Limited
- Public/Products Liability Insurance currently provided by Travelers Insurance Co. Ltd.

The policies operate from the 1st July each year to the 30th June the following year.

For qualified physiotherapists, provision of PLI (Professional Liability Insurance) is predicated upon appropriate CSP Membership and HCPC Registration. If you are removed from the HCPC register as a result of either Health or Fitness to Practice Proceedings, then you can not practice as a physiotherapist and neither is your PLI cover valid from the date of your suspension or striking off from the HCPC register. If you are restored to the register then provided you also retain appropriate CSP Membership, your PLI cover will resume from the date of your reinstatement to the HCPC Register.
**Introduction (continued)**

This paper is for general guidance and information only. Members are advised to read the full policy terms and conditions available on line from either the CSP’s own website or the physiotherapy section of the brokers’ website www.graybrook.co.uk/csp-members. This summary is not intended to be exhaustive and does not in any way alter the terms and conditions of the Medical Professional Liability or Public Liability policies. In the event of any conflict, the terms and conditions of these policies will take precedence over this summary. Members are strongly advised to ensure the cover provided is adequate and appropriate for their Professional requirements and to either exercise any additional options, including top-ups to the limits of indemnity provided, or purchase supplementary insurances for additional covers not catered for under the PLI Scheme.

The target audience for this paper is Members of the CSP who are:-

- Qualified physiotherapists including retired Members
- Student physiotherapists
- Physiotherapy support workers

If you are unsure whether the cover provided in this summary document meets your own particular circumstances you should seek your own legal and/or insurance advice before proceeding with any particular course of action.
Key PLI Changes from 1st July 2016

The following policy changes will take place to the Members’ Medical Professional Liability policy from 1st July 2016

**Change in Territorial Limits**
The Policy has been extended to include Members working in the Falkland Islands which overseas territory is not subject to the 180 day limit applying to other non-U.K. work, but is subject to Members retaining HCPC registration and complying with any other local regulatory obligations and who are otherwise ordinarily resident in Great Britain, Northern Ireland, Channel Islands or the Isle of Man.

**Exclusion of Acupuncture for Fertility Treatments**
This Policy will not cover any claims arising from acupuncture for fertility treatments provided after the 1st July, 2016.
Section 2
CSP Members Medical Professional Liability Insurance

What is Covered
The CSP Scheme provides insurance for individual Members of the CSP who are ordinarily (or temporarily) resident in the UK and registered in an appropriate membership category, for personal injury claims arising from alleged medical malpractice including professional liability insurance for certain other types of non personal injury claims.

Insurer
The policy is underwritten by Certain Syndicates at Lloyds on behalf of MPLC Limited —details of which are contained in the policy documents.

Insurance Period
The current policy runs from the 1st July, 2016 to 30th June, 2017.

Policy Reference Number
UMR 016/00000071/00 attaching to Delegated underwriting Contract Number B0621PFDO06516.

Basis of Cover
The policy covers claims for which CSP Members shall become legally liable to pay as compensation in respect of death, bodily injury, mental injury, illness or disease of any patient of the Member caused by any actual or alleged negligent act, error or omission committed by the Member within the scope of physiotherapy practice or during the performance of a Good Samaritan Act.

Members are insured for all work undertaken within the scope of practice from the date of joining the Chartered Society of Physiotherapy (CSP) and during their period of membership. However, as the policy is arranged on a “Claims Made” basis only claims resulting from such work will be insured if reported during the currency of the policy.
CSP Members Medical Professional Liability Insurance (continued)

There is no excess payable by Members in respect of any claim under the Medical Professional Liability policy.

Limits Insured
In respect of Medical Malpractice claims each member is insured up to £5,000,000 any one claim with an overall limit of £10,000,000 in the annual aggregate (both limits inclusive of costs and expenses) in any one period of insurance.

The following aggregate sub-limits apply to each Member during any one period of insurance:-

Breach of Professional Confidentiality sub-limit £250,000
Provides cover to Members for claims resulting from Breach of Confidentiality. This includes information known to CSP Members by virtue of their relationship with patients, which should not be disclosed to third parties without the patient’s prior consent.

Defence Costs for Infringement of the Data Protection Act 1988 sub-limit £100,000

Internet Activities sub-limit £5,000,000
Caters for claims arising from the advice, diagnosis or treatment given or information of any type published or promoted by individual CSP Members over the internet that relates to the scope of physiotherapy practice, or via any computer or any electronic system accessible outside of the Members’ own premises.

This extension includes Skype based physiotherapy services on a global basis, but members should be aware of the geographical restrictions which apply to this policy, whether physiotherapy services are delivered via the internet or otherwise (see also CSP paper “Creating Websites” for further guidance).
CSP Members Medical Professional Liability Insurance (continued)

**Loss of Documents** sub-limit £250,000
Provides cover for Members where they become legally liable to pay damages resulting from loss of patient’s medical records and documents (other than documents which have monetary value) entrusted to Members within the scope of practice by any patient including deeds, wills, plans, letters and certificates. The cover will also include the costs of restoring or replacing such documents.

**Libel & Slander** sub-limit £250,000
This extension includes cover for CSP Members where they become legally liable to pay damages for libel or slander claims committed without animosity. Members should be aware that these do not include libel or slander arising from:-

- any communication or contribution to the press or media unless previously vetted and approved by a Solicitor or a Lawyer
- any libel or slander committed or alleged to have been committed against professional adversaries or business competitors (however, this exclusion does not apply to CSP Members acting as an Expert Witness).

**Pure Economic Loss** sub-limit £5,000,000
This extension provides cover for Members who become legally liable to pay damages resulting from claims for pure economic loss not associated with any death, bodily injury, mental injury, illness or disease or damage to property and arising out of the Members negligence within the scope of physiotherapy practice.

Key Exclusions :-

- Infringement of copyright, design or trade mark or passing off
- Insolvency, fraud or dishonesty

- Any liabilities assumed under Contract (unless such liabilities would have attached in the absence of such Contract)
CSP Members Medical Professional Liability Insurance (continued)

**Product Liability** sub-limit £5,000,000

Provides cover for Members where they become legally liable to pay damages for claims arising from death, bodily injury, mental injury, illness or disease of any patient arising from the supply of products to such patients within the scope of physiotherapy practice.

Key Exclusions:-

- Damage caused to the product itself
- Repair, reconditioning, modification or replacement of any product
- Costs of recall of any product
- Sale or supply of products other than to the Members’ own patient
- Any failure to take reasonable precautions to prevent injury or damage

Members are strongly advised to read the policy wording for full details of the Terms and Conditions that apply. The above are only brief summaries of the key features and included for illustrative purposes only.
CSP Members Medical Professional Liability Insurance (continued)

Who isCovered

- **All individual HCPC registered Physiotherapists** who are Members of the Chartered Society of Physiotherapy (in an appropriate Membership Category) and resident in the U.K., Northern Ireland, Isle of Man and the Channel Islands.

- **Return to Practice Members**

- **Physiotherapy Support Workers** with CSP Associate Membership

- **Student Physiotherapists** who are Members of the CSP (provided they are supervised by a registered physiotherapist, registered Social Worker or other Healthcare Professional)

- **Irish Members** of the CSP but only whilst undertaking a recognised course in the UK within the scope of physiotherapy practice

- **Retired** non HCPC Registered Physiotherapists in an appropriate membership category undertaking ‘non-practicing’ activities

- **The Heirs, Executors, Legal or Personal Representatives** of any deceased Member entitled to indemnity under the policy

- **The ‘Principal’ of any CSP Member, but not their employer**, except where the employer is an entity owned 100% by the Member (see “Insurance for Members’ Principals” on page 21)
CSP Members Medical Professional Liability Insurance (continued)

Who is Covered (continued)

- **The Chartered Society of Physiotherapy** (the cover provided by the MPLC policy also includes the CSP in so far as the cover can apply including the Financial Loss extension subject to an excess of £5,000 each and every claim)

- **The Professional Network Groups** of the CSP (each of the Professional Network Groups benefit from the cover provided by the MPLC policy in so far as it can apply)

All persons or organisations insured must be ordinarily resident or based in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands only (other than qualified Irish CSP members ordinarily resident in Ireland, but cover for such Irish members applies only whilst undertaking a recognised course in the United Kingdom within the scope of physiotherapy practice).

Scope of Activities Insured

The MPLC policy covers all activities that are within the overall scope of the profession (but excluding animal or veterinary physiotherapy). You must read the most up-to-date version of any CSP publication on the ‘scope of practice’ to see how the Society determines scope of practice.

The scope of practice includes clinical, managerial, educational, leadership, expert witness and research activities which occur within the four pillars of physiotherapy practice:-

- Exercise
- Massage and Manipulative Therapies
- Electrotherapy
- Kindred Treatments
CSP Members Medical Professional Liability Insurance (continued)

The MPLC policy applies in all healthcare sectors, which includes but is not limited to the N.H.S., non N.H.S. settings, private healthcare, private practice, school settings and the military. It covers treatment of patients in the patient’s home and physiotherapists working from their own home.

Territorial Limits Insured
The policy applies to work within the scope of physiotherapy practice undertaken in Great Britain, Northern Ireland, Republic of Ireland, Channel Islands, Falkland Islands and the Isle of Man subject to CSP Membership and HCPC Registration where applicable.

International Cover
The policy also permits Members to work within the scope of physiotherapy practice in the Republic of Ireland, and up to 180 days elsewhere in the World in any 12 month period subject to the following provisions:-

- Compliance with any local regulatory or statutory obligations to legally practice in the country concerned. Members working for the U.K. Ministry of Defence and deployed overseas or Members visiting countries with British-based teams, clients or other British based organisations for whom they have been retained to provide Physiotherapy services for their own needs are not required to comply with local overseas regulations for the purposes of this extension.

- HCPC Registration where required and CSP Membership
CSP Members Medical Professional Liability Insurance (continued)

International Cover (continued)

- Members must be ordinarily (or temporarily) resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (*but for Members who are only temporarily resident in these territories, no cover shall apply to any work undertaken in their own country of residence - except overseas and Irish CSP Registered Students who may undertake electives in their home country as part of a formal U.K. Undergraduate Physiotherapy Degree Course and subject to the normal supervision criteria and the limitations applying in Australia, the U.S.A. and Canada and subject to the International 180 day limitation in any 12 month period and compliance with any local regulatory obligations.*

- The PLI cover for qualified Irish members of the CSP is restricted to the UK only whilst attending a recognised course within the scope of physiotherapy practice.

- **Australia**—no cover is provided for any work undertaken in Australia except when visiting there with individual British-based clients, British based teams, British based athletes or other British-based entities which retain the Member for the provision of physiotherapy services for their own needs only. For the avoidance of doubt, such British based organisations may also include other nationals.

There is no cover under the policy for any claim brought within Australia (or any Court within Australian jurisdiction) regardless of the claimant’s nationality and regardless of where in the world they were treated.

- **U.S.A. and Canada**—no cover applies in these territories for the treatment of any U.S.A. or Canadian Nationals
CSP Members Medical Professional Liability Insurance (continued)
International Cover (continued)

Claims in U.S.A. and Canada—there is no cover under the policy for any claim brought within the U.S.A. or Canada (or any Courts within their jurisdiction) regardless of the nationality of the claimant and regardless of where in the world they were treated.

Members working temporarily overseas for the UK Ministry of Defence are not subject to the 180 day limitation period.

If you intend to work overseas or provide services via the internet or undertake lecturing and study tours, you must check the registration requirements of the Country you intend to visit or in which you provide services, to determine if you are required to register with the local regulator if there is one.

It is your responsibility to ensure legal compliance of local regulatory or statutory obligations where they apply, which is a requirement of this Policy.

If you are emigrating to a foreign country, please remember to take out insurance locally before you begin to practice as the CSP insurance scheme only applies to Members ordinarily resident in the United Kingdom (the 180 day extension does not apply to members taking up permanent residence overseas).

If you are intending to work temporarily overseas for more than 180 days in any 12 month period, you will need to take out insurance locally.
CSP Members Medical Professional Liability Insurance (continued)

Obligations to Practice Legally

The policy requires all CSP Members to practice legally at all times. In the United Kingdom this will require you to be HCPC Registered and if working overseas might also require you to register with the local regulator, if there is one, or comply with local legislation to enable you to practice in that country. The obligations to meet local overseas regulatory requirements do not apply to Members for the purposes of PLI cover whose overseas work is solely for the U.K. Ministry of Defence, or whilst visiting overseas territories with British-based teams, clients, athletes, or other British-based organisations for their own needs (all such Members however must retain HCPC Registration).

Run-off Cover

When Members have ceased to practice either through retirement or for other reasons, the current policy will continue to insure their previous work subject to the following provisions:-

- Claims are made during the current Policy Period
- Claims relate to work undertaken within the scope of physiotherapy practice and during the period of CSP Membership
- Members were HCPC Registered at the time
- The CSP continue to maintain run-off cover for Members with MPLC
- The member is not entitled to indemnity elsewhere

Run-off cover is also included for the following:-

- Former Irish Members who held full practicing CSP Membership up to the 31st December, 2004
- Overseas and former overseas Members who were resident overseas and held full practicing CSP Membership up to 31st December, 1998 (but excluding any Members living in Australia, U.S.A. or Canada). Please check with the CSP if this cover affects you (in 2016 only 3 named members were entitled to this Run-off cover)
CSP Members Medical Professional Liability Insurance (continued)

Key Exclusions

The following list of exclusions is not exhaustive and is for illustrative purposes only. Full details of all exclusions are contained in the current policy wording.

Members must read the current policy wording, but listed below are some of the key exclusions to the MPLC Medical Professional Liability Policy.

The cover excludes:

- Acupuncture for fertility treatments after 1st July 2016
- The treatment of International or Professional Footballers (see Appendix A on page 45 for full details of this Exclusion)
- Any claims relating to any activities undertaken prior to the date of becoming a CSP Member
- The Members’ vicarious liability for the actions or any physiotherapist who is not a Member of the Chartered Society of Physiotherapy or not HCPC Registered
- Claims which are covered by other insurance policies or indemnity arrangements
- Any claims arising during periods where the Member was practicing illegally or without a license to practice
- Any services provided outside the scope of physiotherapy practice
- The treatment of animals
- Claims against Members made in their capacity as a Director or Officer of any organisation
CSP Members Medical Professional Liability Insurance (continued)

Key Exclusions (continued)

- Any liability assumed under Contract which goes beyond the duty to use such skill and care as is usual in the conduct of the Members’ profession
- Any claim arising from allegations of actual or attempted sexual relation(s), sexual contact or intimacy, harassment or exploitation
- Any claims arising from clinical trials or research projects (unless approved by or conducted in accordance with any conditions or approvals made by properly constituted ethics committees)
- Any claim involving infringement of copyright, patent, registered design, trademark or passing off and/or other intellectual property rights
- Any fines, penalties, punitive, aggravated or exemplary damages
- Any claims arising from the negligence, error or omissions of any firms or corporate entities formed by Members or Member’s Principals or their employer (including for the avoidance of doubt any claim brought against their employer). This exclusion, however, does not apply:
  - to any sole trader practice comprising a CSP Member only
  - to any non LLP partnership comprising solely of CSP Members
  - where the organisation has purchased the optional Business Liability extension under the MPLC Medical Professional Liability policy provided such businesses are based and registered in the Great Britain, Northern Ireland, Channel Islands and the Isle of Man
CSP Members Medical Professional Liability Insurance (continued)

Key Exclusions (continued)

- Any deliberate or wilful misconduct, dishonest, fraudulent or criminal act or any activity whilst the Member is under the influence of intoxicants or narcotics
- For the avoidance of doubt Members who are also Medical Practitioners are covered, but only for claims which arise from their practice as a physiotherapist
- The policy excludes all claims brought within the jurisdiction of any Australian, U.S.A. or Canadian Court
- Retroactive date—no cover is provided under this policy in respect of any claims resulting from any acts, errors or omissions committed whilst not a member of the CSP or prior to the retroactive dates shown in the policy (please refer to the policy documents for details of the dates applicable)
- Prior circumstances—no claim will be accepted under the current policy in respect of any circumstances known to Members which might reasonably be expected to give rise to a claim prior to commencement or renewal of the policy. It is the duty of Members to notify insurers immediately they become aware of any circumstances likely to give rise to a claim or any potential claim during the current period of the policy.

Insurance for Members’ Principals

A Principal is a person or organisation that engages a CSP Member to provide physiotherapy services. The MPLC Medical Malpractice policy provides cover to such principals but only to the extent that:-
CSP Members Medical Professional Liability Insurance (continued)

- Any claim arises solely from the negligence of the CSP Member and results from an activity within the scope of physiotherapy practice.

- The cover does not extend to Principals where the Member is employed as an employee, except where:
  - the Principal is an organisation owned 100% by the CSP Member and
  - The Member is the only practitioner and
  - Any claim arises only from the Member’s own negligence (or the negligence of any Locum CSP Member engaged to cover the temporary absence of the Member) and relates to work within the scope of physiotherapy practice.

This policy does not otherwise provide cover for the negligence of Member’s Principals or Corporate Entities (except in respect of the latter, where optional Business Liability Insurance has been purchased - See page 38 ‘Business Liability Insurance’ for details).

Contracts of Employment (Indemnity to Employers)

Members are cautioned not to accept contracts of Employment containing an indemnity to their employer. Such an indemnity will be outside the scope of cover provided to members under the PLI scheme.
CSP Members Medical Professional Liability Insurance (continued)

Demonstration and Tuition
The term ‘patient’ shall be deemed to include any person who is acting as a patient for demonstration and/or tuition purposes, subject otherwise to the policy terms and conditions.

Vicarious Liability
This is a term commonly used where Members can be indirectly responsible for the actions of others. Examples include delegated work to students and support workers and the negligence of employees, sub-contractors and self-employed persons including locums for which Members may have a legal responsibility. The MPLC Medical Professional Liability policy includes cover for the vicarious liability of Members, but only if all of the following provisions are satisfied:

- Claims relate to work within the scope of physiotherapy practice
- All physiotherapists (whether engaged as Employees, Associates, Independent Sub-Contractors, locums or otherwise) are full practising CSP Members and HCPC Registered
- All other Sub-Contractors trading as Partnerships, Corporate Entities and the like maintain Medical and Professional Liability Insurance in their own name.

Failure to comply with the above provisions will invalidate the Members’ entitlement to indemnity under this extension. For the avoidance of doubt, no vicarious liability cover is provided to Members engaging other Physiotherapists who are not CSP Members.
CSP Members Medical Professional Liability Insurance (continued)

Overseas Members
Unless otherwise stated elsewhere in this paper, no cover is provided under the PLI Scheme for Members who are working permanently overseas or on long-term Contracts where they are no longer regarded as being ordinarily resident in the United Kingdom.

Concurrent Insurances
The MPLC policy provides cover up to £5,000,000 any one Medical Professional Liability claim and up to £10,000,000 in total in any period of insurance. Members of Physio First and AACP enjoy additional benefits as part of their membership, but in certain circumstances Members may consider they require extra levels of indemnity for example:-

- When treating high net worth athletes e.g. basketball players, tennis players, dancers etc.
- Whilst working outside of the territorial limits insured by the PLI scheme, e.g. working in the USA, Canada or Australia
- Whilst treating US citizens or Canadian citizens in the USA or Canada

Simply taking out a concurrent insurance product with another insurer may invalidate your CSP cover, and may also invalidate your concurrent policy. In order to avoid mutually exclusive dual insurance clauses, it is advisable for any additional insurance purchased to apply only to (a) claims over and above the CSP limit insured and/or (b) risks not covered by your CSP insurance.

Members are recommended to seek specialist advice before purchasing a policy that runs concurrently with the cover provided under the CSP Member’s scheme, or speak to the CSP’s Insurance Broker, Graybrook Insurance Brokers Limited on 01245 321185 or email to enquiry@graybrook.co.uk.
CSP Members Medical Professional Liability Insurance (continued)

Corporate Liability Cover
The MPLC policy does not provide Medical Professional Liability Insurance for corporate entities, except in the following circumstances where:

- CSP Members trade together as a non LLP partnership
- A Member practices as a sole trader
- The entity is a Principal of any CSP member— but not where the Member is an employee of the entity (see “Insurance for Member’s Principals” on Pages 21 & 22 for details)
- The entity has purchased Business Liability insurance as an extension to the MPLC’s Medical Professional Liability policy (see page 38 ’Business Liability Insurance’ for details)

All other corporate entities are advised to seek independent legal and insurance advice from a specialist insurer or the CSP’s insurance broker, for their own liabilities and business risks for example to insure risks where:-

- The entity is an organisation comprising owners which are non CSP members
- The organisation engage non CSP members.
- The organisation undertake activities outside the scope of physiotherapy practice
CSP Members Medical Professional Liability Insurance (continued)

Corporate Liability Cover (continued)

- The entity wish to cover their liabilities as an employer, including liabilities to Associates, Students, Physiotherapists, School Children on work experience, or others to whom Members may have a legal duty of care

- The entity is engaged in the wholesale or retail supply of products

- The entity wish to cover their legal liabilities for any injuries or damage to property arising from their activities (it should be noted that the PLI scheme does not include any form of Public or Product Liability Insurance for corporate entities)

The above examples of corporate risks not insurable under the CSP scheme are for Illustrative purposes only and must not be regarded as a definitive list. Members are advised to consult a specialist insurance broker or the CSP’s insurance broker for information on the suitability of any Business Liability insurance afforded by the CSP Scheme and the need for any additional covers according to the circumstances of the business concerned.
Section 3

Key Requirements for PLI Cover to be Effective

Considerations for Insurance to be valid include:

- Qualified working physiotherapist Members must be HCPC Registered
- Student Members must be supervised by a registered Physiotherapist, registered Social Worker or other registered healthcare professional
- Physiotherapy support workers must be undertaking physiotherapy activities and have their work solely delegated to them by a registered Physiotherapist or other registered health professional
- Retired Physiotherapists who are not on the HCPC Register must not undertake any activity that is required by Law to be regulated by the HCPC i.e. they must be ‘non-practicing’
- Qualified working Physiotherapists not on the HCPC Register do not benefit from the CSP PLI cover and unless they have alternative arrangements in place are not insured in their work. All qualified Physiotherapists who wish to use the title must be on the HCPC Register
- You must be a Member of the CSP in a Membership Category that provides PLI cover at the time of treatment/advice.

CSP Membership at the date of claim is not an issue. However, earlier work will only be covered provided HCPC registration and CSP Membership is held in the appropriate category during the actual time of treatment or advice, and subject to the currency of this policy.

If you are a qualified working Physiotherapist but not on the HCPC Register, you do not benefit from PLI cover regardless of your CSP Membership category.
Key Requirements for PLI Cover to be Effective (continued)

- You must be advising and acting within the overall scope of the profession of Physiotherapy. The CSP is the final arbiter of what is considered to be the scope of the profession of Physiotherapy. The CSP describes how it considers scope of practice matters in the CSP Information Paper PD001 ‘The Scope of Practice of Physiotherapy 2008’ (or any superseding document) available from the website www.csp.org.uk.

If you are unsure whether any activity or modality is within the overall scope of the profession, please contact the CSP on paservice@csp.org.uk. The CSP PLI cover does not cover activities that are considered to be outside the overall scope of the profession.

- You must maintain accurate descriptive records of all Physiotherapy services provided and equipment used. Such records must be made available for inspection and may be used by underwriters or their appointed representatives in the investigation or defence of any claim.

Members must retain records for all Physiotherapy services provided for at least six years from the date of treatment and in the case of a minor for a period of at least six years after that minor attains majority.

Obstetric records must be retained and preserved indefinitely.
Section 4
Top-Up Covers

The following top-up options are available to Members under the current MPLC’s Medical Professional Liability policy:-

Physio First Members
Each eligible Physio First member benefits from an extra single claim limit of £5 million over and above the limit of £5 million provided by CSP membership bringing the total insured limit to £10 million in respect of any one claim. The same Policy Terms apply to both limits including an overall cap of £10 million for all claims per member in any period of insurance. Further information is available from www.graybrook.co.uk/physio-first-members.

AACP Members
All eligible AACP members have access to an extra single claim limit up to £5 million over and above the limit of £5 million provided by CSP membership. The same Policy Terms apply to both limits, but the overall cap is restricted to £10 million for claims from all AACP members in any period of insurance. Further information is available from www.graybrook.co.uk/aacp-members.

Individual Top-Up covers
Other CSP members may also increase the standard limit of £5 million provided by CSP membership to £10 million per claim, subject to an annual cap of £10 million for all claims in any period of insurance. Application forms and further information is available from www.graybrook.co.uk/top-up.

Important Notes
• The Exclusions relating to Professional Footballers and Acupuncture for fertility treatments will apply to all PLI covers (including top-ups)
• The overall limit for all claims is limited to £10 million per member during any period of insurance.
Section 5

CSP Members Public/Product Liability Insurance

What is Covered
This is a separate policy to the Medical & Professional Liability cover and provides Members with protection for claims arising from accidental bodily injury or damage to property, other than arising from Medical Malpractice.

Insurer: Travelers Insurance Company Limited

Policy No.: UCPMH 3359959

Insurance Period: 1st July 2016 to 30th June 2017

Basis of Cover: The policy covers incidents which occur within the scope of physiotherapy practice during the “insurance period” for which CSP members become legally liable to pay compensation for bodily injuries or property damage. Membership of the CSP and HCPC registration must exist on the date of incident.

Limits of Indemnity: £10,000,000 in respect of any one occurrence (and in the annual aggregate in any one period of insurance for Product Liability claims). These limits apply to the policy overall and not per member.

No increased options of cover are available under the Public Liability policy.

Excess: Members are responsible for the £250 of any third party property damage claims.
CSP Members Public/Product Liability Insurance (continued)

Who is Covered

- Any member of the Chartered Society of Physiotherapy including student Members (provided they are acting under the supervision of a qualified physiotherapist or person of equal professional status)
- Student and Associate CSP Members practicing Sports Massage Therapy
- Non LLP Partnerships comprising CSP Members only
- The personal representatives of any deceased member in respect of claims which would otherwise be dealt with under the terms of this insurance.
- Irish Members of the Society in respect of their activities up to 31st December 2004.
- Qualified CSP Irish members whilst undertaking a recognised physiotherapy course in the UK within the scope of practice.
- Irish CSP students whilst enrolled on a UK Physiotherapy course.

Scope of Activities Insured
The policy covers all activities that are within the CSP scope of physiotherapy practice (including animal and veterinary physiotherapy) including a) Students and Associate Members qualified to practice Sports Massage and b) Support Workers in respect of any activity delegated to them by a Regulated Healthcare Professional.

Territorial Limits
The policy applies to work undertaken in Great Britain, Northern Ireland, Channel Islands, Isle of Man and the Republic of Ireland.
CSP Members Public/Product Liability Insurance (continued)

International Cover
The policy also permits Members to work within the scope of practice elsewhere in the world (including Students on overseas placements) for periods not exceeding 180 days in any 12 month period, subject to the following provisions:

- The 180 day international limit does not apply to Members working overseas for the Ministry of Defence, or any work undertaken in Gibraltar, Falkland Islands or the Republic of Ireland
- HCPC registration and CSP membership
- Members must be ordinarily (or temporarily) resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- Australia, USA and Canada—Cover applies in these territories but claims in the USA and Canada are subject to:
  - $350 excess per claim
  - The limit of indemnity is inclusive of all costs and expenses.

It should be noted that separate terms apply under the Medical Professional Liability policy for work undertaken in Australia, USA and Canada (see page 16 for details).

Cross Liabilities
The policy provides cover to each Member in the same manner and to the same extent as if the policy had been issued to each.

Abuse
The maximum limit payable under this policy for all claims relating to abuse is £1,000,000 in total in any one period of insurance, inclusive of costs and expenses. This limit is the maximum payable under the policy not per member.
CSP Members Public/Product Liability Insurance (continued)

Corporate Manslaughter & Corporate Homicide Act 2007—Defence Costs
The policy provides cover to Members for all costs of legal representation with the insurers consent for:

- Defence of criminal proceedings
- Appeal against any convictions—

arising from an offence of corporate manslaughter or corporate homicide committed under the above Act whilst the member is working within the scope of practice.

The maximum payable under this extension in any one period of insurance is £1,000,000 which applies to the policy overall, not per member.

Cover does not apply where death of an employee is involved.

Indemnity to Principal
At the request of Members the Public Liability policy will apply to any Principal for whom the member is carrying out physiotherapy services under a contract or agreement. The cover will only relate to claims arising from the Member’s own negligence and to the extent required by such contract/agreement. This extension is subject otherwise to the policy terms and conditions.

Vicarious Liability
The Public Liability insurance includes the liability of Members for claims arising from the negligence of others engaged by Members in connection with any work undertaken within the scope of physiotherapy practice.
CSP Members Public/Product Liability Insurance (continued)

Property/Occupiers Liability/Exhibitions
The work undertaken by individual Members within the scope of physiotherapy practice, from premises within the United Kingdom also includes claims arising from:

- The ownership, repair, maintenance, decoration and/or occupation of the property by Members
- Catering, sports, social, welfare and first aid
- Exhibitions and corporate events organised by Members for activities within the scope of physiotherapy practice

Consumer Protection Act/Health & Safety at Work Act/Food Safety Act - Prosecution Defence Costs
The defence costs of any criminal proceedings issued against Members for breach or alleged breach of the following acts are included:

- Consumer Protection Act 1987
- Health & Safety at Work Act 1974
- Food Safety Act 1990

arising whilst the member is working within the scope of practice.

Cover does not apply to health, safety or welfare of any employee (Members in this respect should have separate Employers’ Liability insurance).
CSP Members Public/Product Liability Insurance (continued)

Data Protection Act 1988
This extension covers claims first brought during the period of insurance only, in respect of compensation payable under Section 13 of the above Act, including costs and expenses incurred with the insurer’s consent. The cover is subject to:

- Members being registered under the Act
- Members have taken all reasonable care to comply with the terms of the Act
- 10% contribution to all claims under this section (or £500 whichever is the greater)

Other Insurance
If at the time of claim there is other insurance covering the same liability, the insurers will only be liable to contribute no more than its rateable proportion.

Property in Member’s Care
Cover will apply to any claims for which Members are legally liable resulting from:

- Loss or damage to visitors’, patients’ or employees’ personal effects
- Damage to premises temporarily occupied
- Premises leased, rented or hired, but excluding liabilities assumed by Members under a tenancy or other agreement (unless liability would have applied in absence of such agreement), and excluding the first £500 of any claim for loss or damage to such premises

Products Liability
Cover includes the Member’s liability for bodily injury or damage to property arising from the sale or supply of physiotherapy products (other than products supplied to their own patients for the purposes of treatment—see MPLC Medical Liability cover for Products on page 11 of this paper).
CSP Members Public/Product Liability Insurance (continued)

Key Exclusions

The policy contains a number of exclusions and the list below is not complete nor is it exhaustive, but is provided for illustrative purposes only. Full details of all the exclusions are contained in the Public Liability policy issued by Travelers Insurance Company Limited.

The policy excludes:

- Cover for **any limited companies or LLP Partnerships** formed by Members or other entities (other than sole traders or non LLP Partnerships comprising solely of CSP Members)

  *(Members trading as an LLP Partnership or limited company should arrange separate Public Liability insurance for the entity, regardless of whether such entities are owned solely by CSP members or otherwise)*

- Liabilities resulting from Members temporarily resident in the United Kingdom whilst practicing in their home Country (except foreign students undertaking a formal HCPC recognised Physiotherapy Course in the United Kingdom which permits elective placements in their home Country and subject otherwise to the 180 day International Limitation Period)

- Claims relating to activities undertaken prior to commencement of the policy or whilst not a CSP member

- Any services provided outside the scope of physiotherapy practice (other than CSP Students or Associate members qualified to practice Sports Massage Therapy)

- Claims made against anyone other than an individual CSP member insured under this policy, except as provided for under the “Indemnity to Principal” clause, see page 33 for details.
CSP Members Public/Product Liability Insurance (continued)

Key Exclusions continued

- Liabilities from products arising by virtue of an agreement which would not otherwise have arisen

- Any bodily injury arising from any act, omission or failure to provide healthcare (including physiotherapy) services. This exclusion does not apply to the cover provided for Abuse. (Members should also refer to the MPLC policy for details of Medical Professional Liability insurance in respect of services provided by members within the scope of physiotherapy practice).

- Liability in respect of loss of information or wrongful information contained in computer programmes, data, recording equipment, unless as a consequence of loss or damage to any tangible property

- Any liability for injuries to employees, students, volunteer workers, or to anyone engaged by the member

Members are advised to purchase Employers’ Liability cover if any such persons are employed/engaged.

- Liability for financial loss (that is any financial loss not accompanied injuries or damage)

- Any liabilities arising from advice, designs, specification or omissions to perform a professional duty

- Liability resulting from any product, material, drug, device or anything else tangible and the subject of a clinical trial causing injury or damage

- Any loss or damage to property belonging to the Member or in their custody or control (except as provided for in “Property in Members Care”, see page 35 for details)
Section 6
Optional Insurances

CSP Students or Associate Members Practicing Sports Massage Therapy
The CSP provide access to a separate Medical & Professional Liability policy arranged with MPLC Limited for Student and Associate Members who are suitably qualified to practice Sports Massage. Details of the Scheme and qualifying criteria are available from www.graybrook.co.uk/csp-sports-massage

Business Risks
The PLI scheme does not provide any form of cover relating to business risks such as insurance of business revenues, assets, money, Employers’ Liability, Public/Products Liability. Members operating a private practice as a sole trader or as a corporate entity are advised to obtain cover from a specialist insurer, or from the CSP’s broker, on 01245 321185, email enquiry@graybrook.co.uk or by visiting the Physiotherapy section of their website www.graybrook.co.uk/private-practice.

Members are advised to declare to their home insurers any business activities undertaken from home to avoid affecting the validity of their home, buildings and/or contents insurance.

Business Liability Insurance
Businesses owned by CSP members with an annual turnover not exceeding £300,000 may purchase Corporate Medical Professional Liability insurance for their private limited company or LLP partnership at discounted rates. The cover is an extension to the member’s PLI policy currently insured with MPLC and is suitable for businesses owned by and engaging CSP members only, where work undertaken is solely within the scope of physiotherapy practice only. An information sheet and application form, including costs, are available from www.graybrook.co.uk/business-liability. Organisations will still need to purchase additional Public Liability insurance or where necessary Employers’ Liability cover (see “Business Risks” option above).
Optional Insurances (continued)

When a business ceases to trade (or sold without past liabilities) it may be necessary to purchase Run-off cover to deal with future claims that may arise from previous trading years.

Non Physiotherapy Activities
The PLI scheme only provides cover for work that is undertaken within the scope of physiotherapy practice. Members qualified to undertake other activities are recommended to obtain separate insurance from a specialist insurer or from the Society’s Brokers 01245 321185, email enquiry@graybrook.co.uk or by visiting their website www.graybrook.co.uk/complementary-therapy.

Other Optional Insurances
The CSP PLI policy covers Member’s individual Professional Liability and Public Liability risks, but does not cover everything. Some examples of risks not covered by the CSP scheme include:-

- Cover for Private Limited Companies or Partnerships unless Medical Professional Liability cover has been purchased as an extension to the MPLC Policy
- Loss of income arising from illness or injuries to members
- Member’s liability as a Director and Officer of any corporate entity
- Members’ liabilities as an Employer
- Any liability or claims resulting from the use and operation of a motor vehicle (Members should notify their motor insurers if using a vehicle for business purposes)
- Legal expenses to pursue claims against others
- The defence of any HCPC investigation or other fitness to practice complaint
- Any activities undertaken outside the scope of the Physiotherapy practice
- Any work undertaken overseas exceeding 180 days
- Treatment of certain Professional Footballers
- Acupuncture when used for Fertility treatment
Optional Insurances (continued)

Individual Top-up Cover
Members may increase the limits of cover insured under the CSP’s PLI Scheme. Details are available from www.graybrook.co.uk/top-up.
Section 7

Contacts

Insurance and Scope of Practice Enquiries
Members should note that the CSP’s brokers are not authorised or qualified to make judgements on the scope of physiotherapy practice. Such enquiries should be directed to the CSP by email: paservice@csp.org.uk.

Members are advised to satisfy themselves that the cover provided under the CSP’s membership scheme is both appropriate and adequate for their professional requirements. Please consult the Society’s brokers below for details of options on any additional covers, increased limits or extended covers.

CSP’s Insurance Brokers

Graybrook Insurance Brokers Limited
8 Chandlers Way,
South Woodham Ferrers,
Essex. CM3 5TB

Tel: 01245 321185
Fax: 01245 322240
Email: enquiry@graybrook.co.uk
Website: www.graybrook.co.uk
Complaints
Whilst all reasonable care has been taken in compiling the CSP insurance scheme which provides professional insurance for members of the Chartered Society of Physiotherapy operating within the scope of physiotherapy practice, any complaint should be directed to:

William Hulse ACII
Managing Director
Graybrook Insurance Brokers Limited
8 Chandlers Way, South Woodham Ferrers, Essex. CM3 5TB
Tel: 01245 321185
Fax: 01245 322240

Email: williamhulse@graybrook.co.uk

The company’s Terms of Business is available by following the link “Our Terms of Business” contained in the Brokers website www.graybrook.co.uk or on request.

Financial Conduct Authority (FCA)
Graybrook Insurance Brokers Limited are Authorised and regulated by the Financial Conduct Authority. Registered Number 595238. Members can check this on the FCA’s register by visiting the FCA’s website, www.fca.gov.uk/register, or by contacting the FCA on 0845 606 1234.

Policy Documents
Copies of the full policy wordings are available upon request, or by visiting the CSP Member’s section of the brokers website www.graybrook.co.uk/csp-members. Members unable to access the internet may request copies of all documents to be delivered by post.
Section 8

Claims Reporting

Initial Notification
Members becoming aware of any circumstances that could lead to a claim, or receive notification of any formal claim must immediately notify the CSP’s insurance brokers/and or the Chartered Society of Physiotherapy Enquiry Handling Unit on enquiries@csp.org.uk.

A claims notification guide will be issued to Members with a claim form which should be completed and returned to the CSP’s insurance brokers as soon as possible, together with any other relevant information including copies of all correspondence and details of the complaint or allegations being made. On validation of CSP membership, HCPC registration and scope of practice, the claim will be passed to the insurers or solicitors appointed to act on their behalf.

Important Notes for Claims Procedures and Record Keeping

- Members are obliged to provide all information, documentation and assistance that may be required to investigate any claim against them and to assist insurers in the defence of any claim.

- Members must retain all medical records for a reasonable period after completion of any treatment. The minimum period for which members must retain records is six years after completion of any treatments, or in the case of treatment of minors, six years from their 18th birthday. Members must maintain medical records for longer periods if it is considered reasonable to do so, or where required by law.

- Members must not admit liability without the written consent of the insurers or solicitors acting on their behalf, nor by way of an act or omission do anything which may compromise the insurer’s ability to defend a claim, nor make any payment or incur costs or expenses which are not authorised by the insurer.
Important Notes for Claims and Records (continued)

Any claims, incidents or circumstances not promptly reported could fall outside the permitted time scales for registering claims, and Members failing to comply with the policy conditions may risk invalidating the policy cover.

For further information on reporting of claims please refer to the “PLI Claims Notification Guide” available on request or from the CSP Member’s section of the brokers website www.graybrook.co.uk/csp-members.
APPENDIX A

Special Exclusion - Professional Footballers

This Exclusion applies to any claim received after 1st July, 2015 from treatments undertaken before or after this date, to Professional Footballers as defined under the MPLC Medical Professional Liability policy or top-up policies issued to individual CSP members, Physio First or AACP members.