CSP Business Insurance Information Sheet

As from the 1st July, 2015 the CSP's PLI Policy for Members made corporate Medical Malpractice cover available to Physiotherapy businesses at discounted rates under the following options:-

Standard Cover

Standard Business Cover is currently provided *automatically free of charge* for certain business organisations owned by members within the Members Medical Professional Liability Insurance Policy with MPLC as follows:-

- The cover relates to **Medical Professional Liability Insurance** only (currently arranged by MPLC) subject to the terms and conditions of the current member's policy
- The cover is available to **sole traders** or **partnerships** (but not LLP partnerships) where the sole practitioner or partners all retain CSP Membership and subject to any physiotherapist employed or otherwise engaged by the business being HCPC registered and retaining CSP Membership
- The Policy includes cover for '**sole trader' private limited companies** owned 100% by a CSP Member and where the **Member is the sole practitioner**
- The only activities insured are those within the scope of physiotherapy practice
- A limit of indemnity of £5,000,000 applies to any one claim and a total of £10,000,000 in aggregate in any period of insurance
- A common expiry date of 30th June each year applies to coincide with the CSP's PLI annual renewal date
- Qualifying businesses and individual members must comply with the Terms & Conditions of the Members PLI Policy to benefit from the cover provided
- Businesses must be based and registered in Great Britain, Northern Ireland, Isle of Man or the Channel Islands

What is not covered by the CSP's PLI policy

- Claims involving activities outside the scope of physiotherapy practice

- Businesses where a partner, director or other business owner is not a CSP Member (e.g. limited companies or partnerships where the Member only partly owns the business with non-Members e.g. husband/wife/partner)

- Where physiotherapists engaged in the business are not CSP Members or HCPC registered

- Where a business is trading beyond the scope of cover provided by the Policy

- Claims where the business is in breach of the Policy Terms & Conditions

- Other Insurances such as Public, Products Liability, Employers' Liability, Cyber Liability, Management Liabilities and Clinic insurance must be purchased separately and cannot be included within the PLI policy.

Optional Business Insurance

For other eligible businesses with an annual turnover not exceeding £300,000, including Private Limited Companies and LLP Partnerships that meet the qualifying criteria, the following options are available **on application** as an extension to the members PLI policy:-

- Corporate **Medical Professional Liability Insurance** for the Business under the Terms provided by the current MPLC Policy for members (policy wording available from www.graybrook.co.uk/csp-members)

- Cover is subject to individual application form from each business and acceptance by underwriters.

- All Directors, Owners or Partners must be CSP Members

- Cover applies only to activities within the scope of physiotherapy practice

- Optional limits of indemnity available from £5,000,000 any one claim to £10,000,000 any one claim (both with an overall annual aggregate of £10,000,000 for all claims in any period of insurance)

- All Physiotherapists engaged by the Business must be HCPC registered and retain CSP Membership

- Policies will all have a common expiry date of 30th June each year and renewals will be invited for each business individually with options to continue for a further 12 months if required (subject to prevailing rates and terms)

- Claims from previous work will not be insured and the Policy retroactive date will, therefore, be the commencement date of the cover agreed. Businesses, however, with previous Medical Professional Liability Insurance may apply for earlier retroactive cover subject to evidence of continuous insurance

- Run-off cover is not provided automatically and should be considered when the business ceases to trade (or sold without past liabilities)

Why your business may need to retain separate Insurance

The options are an extension to the CSP's PLI programme and may not be suitable for all insurance needs of the business. The following examples explain the reasons why:-

- Where other work is undertaken outside the scope of physiotherapy practice
- Where a partner, director or other business owner is not a CSP Member (e.g. limited companies or partnerships where the Member only partly owns the business with non-Members i.e. husband/wife/other)
- Where physiotherapists engaged in the business are not CSP Members
- Where wider cover is required beyond the scope of the PLI policy (including provision of individual Run-off cover when businesses cease to trade)
- Where individual limits of indemnity are required (or without annual aggregate limits)
- Where other liability insurances are required such as Public or Employers Liability
- Where turnover exceeds £300,000

RATES

Commencement of Cover	£5,000,000 any one claim/£10,000,000 annual aggregate	£10,000,000 any one claim/£10,000,000 annual aggregate
From 1st July	£273.75	£410.63
From 1st October	£206.25	£309.38
From 1st January	£137.50	£206.25
From 1st April	£68.75	£103.13
All premiums quoted include insurance tax currently 9.5% (increasing to 10% with effect from 1st October 2016)		

Important Notes

All businesses are subject to the same terms and conditions of the CSP's Medical Professional Liability Policy currently arranged by MPLC, details of which are available on request or from the Members Website www.csp.org.uk or from the Brokers Website www.graybrook.co.uk/csp-members.

This Information Sheet is issued as a guide only for the Medical Professional Liability Insurance available to businesses and each business must satisfy themselves that it is appropriate and adequate for their needs. In the event of conflict the MPLC Policy Wording will take precedence over any information provided in this document.

Medical Professional Liability Proposal Form for
Limited Companies and Partnerships owned by
Members of the Chartered Society of Physiotherapy

☐ As a regulated activity and in compliance with Financial Services Regulations, please tick this box to confirm that you have reviewed the cover you are purchasing.

☐ By ticking this box, you have confirmed that you have read and understand the contract of insurance (the master policy wording) that you are entering into. There is a copy of the members policy wording providing full details of the terms and conditions together with a PLI summary on the Brokers website www.graybrook.co.uk/csp-members .

Cover: The insurance to which this application form relates is an extension to the CSP's Medical Professional Liability policy issued on a Claims Made basis in accordance with the terms and conditions of the policy currently arranged by MPLC. An information sheet is available on request from the Brokers on 01245 321145 or as a download from www.graybrook.co.uk/business-liability. **This cover does not include Public Liability Insurance for which separate cover is strongly recommended.**

Name of Organisation to be Insured:
(If a Partnership please include the full names of each partner)

Address:

Postal Code:

Telephone:

Email:

Website:

Status of Organisation:

☐ LLP Partnerships comprising CSP members only

☐ Private Limited Companies where each Director/Shareholder is a CSP member

☐ Please state details of your organisation if other than the above

Turnover for last Financial Year: £ (for new organisations, please enter the projected turnover for the next 12 months)

Date Business Established:

Business Description: For the purpose of this insurance only activities within the Scope of Physiotherapy practice will be insured.

Number of Physiotherapy Employees:

(all must retain CSP Membership and HCPC registration)
This policy does not cover your liability to employees for which separate cover is strongly recommended

Date Cover to Start:

(cover cannot commence until payment received and this proposal Form has been accepted by underwriters)

Retroactive Cover: Is cover required for your previous work ?
If **YES** please advise:

(a) Name of insurer
(b) Expiry date of policy
(c) Retroactive Date contained in policy
(evidence of previous insurance may be requested). In absence of appropriate continuous insurance it may not be possible to provide cover for previous work.

Significant Exclusions: This insurance contains significant exclusions relating to the treatment of Professional and International Footballers, and acupuncture when used for fertility treatment details of which are available from the CSP or the Brokers whose details are below.

Limits of Indemnity: Please select the limit of cover you require from the options below:-

☐ **£5,000,000** any one claim (including costs and expenses) with a limit of £10 million in the annual aggregate for all claims in any period of insurance (including costs and expenses) – Annual Premium : £273.75
or
☐ **£10,000,000** any one claim (including costs and expenses) with a limit of £10 million in the annual aggregate for all claims in any period of insurance (including costs and expenses) – Annual Premium: £410.63

(Premiums quoted include insurance premium tax at the prevailing rate)

IMPORTANT CONDITIONS
To be eligible for this insurance the following conditions apply:-

- All Partners and Directors must be CSP members (both on the date of any incident and the date of claim)
- All practicing Physiotherapists employed or otherwise engaged by the organisation must be CSP members and retain HCPC registration at the date of any incident giving rise to a claim under this policy

Claims History
You must list below (or on a separate sheet) all claims made against the organisation or any individual Director of Partner during the last 10 years whether insured or not. The amount of claim should include all associated legal costs. Details should include a description of the incident, the date of occurrence, the date of claim, name of the claimant and the amount of any final settlement (or current outstanding reserve if a claim is currently open). **If there are no claims to declare, please state 'none' in the box below.**

Details of Claim(s)

You must bring to the attention of Insurers any material fact that arises between submitting this form and date of the commencement of the insurance.

Failure to provide all material facts may cause the contract of insurance to be void and may result in insurers repudiating liability entirely. A material fact is any information which may alter the judgement of an insurer in assessing the risk.

DECLARATION

The Underwriters will rely upon the material statements and information supplied in the Proposal and therefore it is important that every matter which is known or ought reasonably to be known by the Insured and that a reasonable person in the circumstances could be expected to identify as relevant and/or material to the risk being insured are disclosed in the Proposal before this policy is entered into and at any renewal, extension, variation or reinstatement of the policy.

In the event of any material changes during the Policy Period, such as a change in qualification or role, it is important that these material changes are notified to the Underwriters immediately in writing, as these changes will affect the coverage provided by this policy.

In the event of unintentional non-disclosure, the Underwriters may at their absolute discretion refuse to cover additional exposure to that which was disclosed; or charge a reasonable additional premium; or avoid the contract.

In the event of intentional or fraudulent failure to comply with the duty of disclosure, or fraudulent misrepresentation to the Underwriters, the Underwriters may avoid the contract.

Acceptance of Terms
Upon acceptance of the Underwriters' terms and conditions, it is important that the premium is paid in accordance with the payment terms, as non-payment of the premium will result in the Policy being declared void from its inception date.

Waived Recourse Rights and Rights of Subrogation
This Policy includes a provision that will exclude or limit Underwriters' liability in respect of loss where you are a party to an agreement that excludes or limits your rights to recover damages from a person in respect of that loss. Underwriters refer you specifically to clause 4.4 of the Policy wording.

Legal Notices
EU Residents: The parties making this contract are free to choose the law applicable to this contract. Unless the Proposer indicates otherwise in the Proposal, the contract shall be subject to the law of the country of domicile of the Insured. In any event, the Proposer is advised that the Underwriters are subject to regulation by Lloyd's of London and ultimately by the Financial Conduct Authority in the United Kingdom.

Non-EU Residents: If the Proposer has requested and the Underwriters have accepted that this contract be subject to the laws and jurisdiction of the country of domicile of the Insured, then if any of the terms of the Policy are in conflict with any applicable statute, the Policy terms shall be deemed amended, in order to comply with the minimum provisions of such law.

This Proposal is not intended for use by residents of Australia or the United States of America or of any territories which are subject to the laws of the United States of America.

The MPLC is an underwriting intermediary licensed in Gibraltar by the Financial Services Commission under licence number FSC00659B. The MPLC has notified the FSC of its intention to provide cross border services in accordance with the requirements of the EU Insurance Mediation Directive. The MPLC's insurances underwritten by certain by underwriters at Lloyd's. For further information, please visit www.the-mplc.com

COMPLAINTS DECLARATION:

The MPLC aims to provide a first class professional service. Should you have any questions, concerns or complaints please contact your Insurance Broker or Advisor.

Alternatively, you may wish to contact The MPLC by writing to:
Managing Director
The Medical Professional Liability Company Limited
Regal House, Queensway, PO Box 1446, Gibraltar

In the event that you are unable to resolve the situation you may, in certain circumstances, contact the Policyholder & Market Assistance Department at Lloyd's.

Policyholder & Market Assistance,
Lloyd's Market Services,
One Lime Street, London EC3M 7HA
Tel No: +44 (0)20 7327 5693; Fax No: +44 (0)20 7327 5225; E-mail: complaints@lloyds.com

Finally, in the event that the Policyholder & Market Assistance Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service (FOS) or other local dispute resolution body. Further details will be provided at the appropriate stage of the complaints process.

I declare that to the best of my knowledge and belief the statements and particulars in this proposal form are true and complete and I have not misstated or suppressed any material facts. I accept that any failure to provide all material facts or any misstatement of any material fact may cause the contract of insurance to be void and may result in insurers repudiating liability entirely. A material fact is any information which may later influence the judgement of an insurer in assessing the risk.

Please sign or type your full name in the space below to indicate your acceptance of this declaration.

FULL NAME:	
TITLE/POSITION:	
DATE:	

This form should be returned to the scheme insurance brokers:

Graybrook Insurance Brokers
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

Medical Professional Liability Insurance for Limited Companies and Partnerships owned by Members of the Chartered Society of Physiotherapy

Ways to pay your premium

The preferred method of paying your insurance premium is by Bank Transfer direct to the insurer and their details are shown below

Bank Transfer

Payment Reference

Please use your Business Name as the payment reference

Bank Name:	NatWest Plc
Sort Code:	60-95-44
Account Number:	39047562
Account Name:	The Medical Professional Liability Company Limited

If you do not have access to making payments by bank transfer then please pay your premium by cheque as follows

Cheque

Cheques should be made payable to **The Medical Professional Liability Company Limited** and sent to

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

Graybrook is a trading style of Graybrook Insurance Brokers Limited, who are registered in England & Wales. Registered Number 04955851.
Graybrook Insurance Brokers Limited are Authorised and regulated by the Financial Conduct Authority. Registered Number 595238.

OUR TERMS OF BUSINESS FOR GENERAL INSURANCE

This agreement is issued on behalf of Graybrook Insurance Brokers Ltd and supersedes all previous terms you may have received from us. Please keep this document with your policy(ies) for future reference as it sets out the terms upon which we agree to act for you and contains details of our regulatory obligations. It also contains some of the responsibilities expected from you.

Please contact us immediately if there is anything in this document which you do not understand or with which you disagree.

Financial Conduct Authority
Graybrook Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority (FCA). The FCA regulates the financial services industry in the UK and their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can check this on the Financial Services Register by visiting www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768. Our Financial Services Register number is 595238.

Who we are and how to contact us

Correspondence Address
Graybrook Insurance Brokers Limited
8 Chandlers Way
South Woodham Ferrers
Essex
CM3 5TB

Telephone: 01245 321185
Fax: 01245 322240

Email: enquiry@graybrook.co.uk
Website: www.graybrook.co.uk

The Company's registered address is:
1208/1210 London Road
Leigh-on-Sea
Essex
SS9 2UA

Graybrook is a trading style of Graybrook Insurance Brokers Limited, who are Registered in England and Wales. Registered Number 4955851.

Our Principles
We believe in ethical behaviour and the provision of exceptional customer service.

Our Commitments
We Will:

- Ensure that all our advertising and promotional material is clear, fair and not misleading
- Only advise you on matters on which we have knowledge
- Seek from you the information needed to enable us to fulfil our responsibilities to you
- Provide you with sufficient information to enable you to make informed decisions on your insurance
- Avoid conflicts of interest, but where unavoidable, manage it to avoid prejudice to any party
- Not unfairly put our own interests above our duty to you
- Handle complaints fairly and promptly

Scope of Services
We are insurance intermediaries (brokers). Occasionally we act as the agent of another intermediary. Our services include:-

- Arranging and advising on your non investment insurance needs
- Providing you with information on insurance products suitable for your requirements
- Negotiating insurance covers with insurers
- Assisting you with ongoing changes to your requirements
- Assisting you when making a claim

We offer products from a limited number of insurers for:

- Professional Indemnity Insurance
- Medical Malpractice Insurance
- Management Liability
- General Liability
- General Non Liability Insurance

You may ask us for a list of the insurers we deal with for these products.

We only offer products in respect of the following specialist categories from a single insurer:-

- Complementary Healthcare Practitioners Liability (AXA)
- Educational Consultants (AXA)
- Private Practice Insurance (Aviva)

Where products are supplied from a single insurer the terms have been especially negotiated for Members of Professional Bodies, Trade Unions or Trade Associations.

Our recommendations are based on a combination of value for money, quality of service and financial security, appropriate to your circumstance and expressed needs. However, we cannot and do not provide a guarantee in regard to the financial reliability of any insurance provider. Unless you advise us otherwise we will act on the understanding that we have your authority to agree to insurance policy wordings on your behalf. We do not accept liability for claims, settlements or return premiums relating to policies held with an insurer who has become insolvent. We will, however, provide every assistance in submitting your claim to the liquidators, administrators or receivers etc.

Client Categorisation
We will take into account the following FCA definitions during our dealings with you:

Consumer – any natural person acting for purposes outside his trade, business or profession.
Commercial – a client who is not a consumer.

All clients are dealt with as commercial clients.

Confidential Information
We will treat all your personal information as private and confidential and will only disclose this in the normal course of arranging and administering your insurance or arranging finance or handling claims on your behalf. Steps will be taken to ensure that the information is kept up to date and not kept for longer than necessary. We may use the information to provide you with details about other services or products we consider may be of interest unless you advise us in writing that you do not wish us to do so. We will not disclose personal information about you to any other party except:-

- When you ask us or give us permission
- To the Financial Conduct Authority (FCA) in order for it to fulfil its regulatory function
- Where we are compelled to disclose the information by Law

We are registered under the Data Protection Act 1998 and undertake to comply with the Act in all our dealings with personal data.

If at any time you wish us or any company associated with us to cease processing your personal data, sensitive persona data, or contacting for marketing purposes, please contact William Hulse at the correspondence address shown on this document.

Risk Information

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you.

When applying for or amending your insurance policy, your insurer will ask a number of questions to assess the risk prior to agreeing cover. It is your duty to ensure that you answer all questions raised by insurers honestly and reasonably. These questions are designed to enable the insurer to obtain a comprehensive picture of the nature of the risk to be insured and enable the insurer to be in a position to offer terms which are designed to meet your demands and needs.

If you fail to tell the insurer something when asked, or, if you answer carelessly or act deliberately or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection; insurers may not pay a part or all of your claim and may cancel your policy. You may find it difficult to re-arrange cover because you did not tell an insurer everything when asked, and you will have to disclose this fact when you re-apply for insurance.

Payment Methods

We have agency agreements in place with most insurers which permit us to act as their agent in handling premium payments, claims payments and premium returns. In these circumstances insurers – through the agency agreement – grant what is called a "risk transfer". This means that when you pay a premium to us, the insurer deems this to be payment from them. Claims monies and return premiums paid by insurers through us are not deemed to be paid until received by you.

We normally accept payment by cheque, electronic transfer, credit card or debit card.

In addition some clients may be able to spread payments through an insurer's instalment plan or a credit scheme with a finance provider, for which there is likely to be an additional charge. We will provide full details of available payment options when providing quotations and at renewal.

Payments due must be paid to us by the inception or renewal date unless otherwise agreed. Failure to meet this requirement may result in insurers cancelling the policy and imposing a time on risk charge.

Our Remuneration

We normally receive commission from the insurance provider as a percentage of the premium and an administration fee where we carry out work on behalf of insurers in preparing and issuing Certificates, New Business and Renewal Documents. Any such fees will be advised to you before you incur the liability to pay them and will be separately itemised.

We also receive commission from providers of Premium Financing companies, where with your agreement we have made such arrangements on your behalf.

We may also receive additional income from insurers by way of volume, growth or profitability payments.

In the event of a policy being cancelled mid-term and not replaced by another policy, we reserve the right to retain any administration fees or commission earned on the original transaction.

Confirmation of Cover

Cover will not commence until your proposed risk has been accepted and the premium paid. Confirmation that cover has been effected or renewed (including any mid-term changes that may arise) will be confirmed in writing.

Cancellation of Policies

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or the insurer concerned.

If you wish to cancel your policy, you may be entitled to a refund of part of your premium as long as no claims have occurred. The refund may not necessarily be proportionate to the remaining period of cover and may not be available where the policy is subject to a minimum or deposit premium or where current certificates have not been returned or where there is an outstanding balance owing.

Failure to maintain instalments on any premium financing facility arranged either direct with insurers or through a finance provider will usually result in termination of the policy unless alternative provisions have been agreed.

Claims

All claims, potential claims or circumstances which may lead to a claim should be reported immediately either to ourselves or to the insurer concerned. Failure to notify claims within the insurer's required timescales may result in your claim being rejected. It is your duty to disclose all relevant and material information and provide every assistance to your insurers to enable them to deal quickly and effectively with the claim on your behalf.

Please note that in respect of policies arranged on a **claims made** basis, claims notified after expiry or termination of the policy will not be insured unless run-off cover has been arranged.

Complaints

Any complaints about our service may be expressed verbally or in writing and should be directed to William Hulse, the Managing Director at the correspondence address shown in this document.

It is our policy to respond fairly and promptly to any complaints received within a maximum of five days and providing a full response or updates within eight weeks, although in most cases this may be sooner.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. The contact details are:

Telephone: 0845 080 1800
Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit.

Further information about the compensation scheme arrangements is available from the FSCS on:

Telephone: 020 7741 4100
Website: www.fscs.org.uk

Governing Law

This agreement sets out the terms of our relationship with you and will be governed in accordance with English Law and any dispute arising will be subject to the jurisdiction of English Courts of Law.