



PROFESSIONAL LIABILITY INSURANCE FOR PHYSIOTHERAPY AND OTHER HEALTHCARE PRACTICES SUMMARY OF COVER

This commercial insurance policy is designed to meet the demands and needs of Limited Companies or Partnerships in your profession who wish to ensure that they are protected in the event of civil actions against the Limited Company or Partnership, arising from their professional activities.

CIVIL LIABILITIES

The policy provides cover against civil (as opposed to criminal) liabilities arising from your Business as described on your certificate of insurance, including any liability attaching to your Limited Company or Partnership as a result of the acts or omissions of your employees or sub-contractors. However, it will not provide an indemnity to self-employed persons or sub-contractors themselves, and they must maintain cover in their own name(s). This policy is a combination of Professional Indemnity, Medical Malpractice, Public Liability, Libel & Slander and Product Liability insurances and covers any amount which your Limited Company or Partnership may have to pay as compensation, up to the limit(s) shown in the certificate.

LIMITS OF INDEMNITY

The chosen limit applies to each and every event but applies in the aggregate in any one period of insurance in respect of claims for pollution or contamination.

For the purposes of this insurance all claims arising as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause will be regarded as a single claim.

Legal costs are payable by the insurers in addition to the limit of indemnity.

There is no excess or deductible under this insurance.

The insurers are AXA Insurance UK plc (AXA).

ADDITIONAL COVER

In addition to civil liabilities, the policy provides the following covers:

Complaints Advice & Response and Disciplinary Hearings

- The policy includes professional assistance up to £800 to provide you with guidance in the early stages of a complaint made about your Limited Company or Partnership, or any person acting in connection with the Limited Company or Partnership, to your professional body or other regulator. The intention of this cover is to help you submit a response to the complaint.
- In addition, the policy provides cover for representation at a disciplinary hearing by any professional regulator, including appeals against any judgement given

Legal Defence for Criminal Proceedings

The policy provides cover for legal defence following criminal proceedings against your Limited Company or Partnership regarding:

- Health and Safety at Work etc Act 1974
- Part II of the Consumer Protection Act 1987
- Part II of the Food Safety Act 1990
- A limit of £100,000 applies to other criminal prosecution where such prosecution is likely to lead to a civil claim under this policy.

Court Attendance Costs

If you are required to attend court as a witness in connection with a claim under this policy, the policy will reimburse the following amounts:

Any Director, Partner or other official £500 per day

Any employee £250 per day

Release of Confidential Information

Where you are required by a UK court or tribunal to disclose notes or information of a confidential nature not relating to a complaint or claim against your Limited Company or Partnership, the insurance will cover costs to assist with the preparation of arguments as to why they should not be released. In addition, where appropriate, the insurers will pay towards your costs in preparation of a report in lieu of releasing your notes. Cover under this section is limited to £5,000.

Public Relations Consultancy Fees

In order to minimise or prevent a potential claim against your Limited Company or Partnership, cover up to £25,000 is provided.

Fees Recovery

If a client refuses to pay your fees on the grounds of alleged negligence on the part of your Limited Company or Partnership and threatens a potential counter-claim, the policy will reimburse the cost of waiving your fees if this is judged by the insurers to be an effective means of resolving the matter and preventing a legitimate claim from arising.

Loss of Documents

Cover is provided up to a limit of £50,000 in respect of loss of or damage to documents held in trust by your Limited Company or Partnership and for which you are responsible.

WHEN DOES THE POLICY OPERATE?

The policy is issued on a 'claims made' basis, which means that cover applies when a claim is made against your Limited Company or Partnership during the currency of the policy, in respect of incidents giving rise to the claim occurring after the Retroactive date shown in the certificate.

RUN-OFF COVER

It is important to remember this insurance can only respond to a claim if the policy is in force at the time any claim is made against you. In the event of your Limited Company or Partnership ceasing to trade or practise, there is an option to continue the policy in order to provide run-off cover. This extension will deal with future claims arising from your previous work, subject to payment of an additional premium. Please contact us to discuss this extension should these circumstances arise.

IMPORTANT CONDITIONS

It is a condition of this policy that all healthcare professionals – whether Directors, Partners, Employees or sub-contractors, working within your business are suitably qualified and maintain registration with any statutory regulatory body where required. It is also a condition that all self-employed persons or sub-contractors hold Professional and Public Liability insurance in their own name.

YOUR DUTY OF DISCLOSURE

See attached leaflet on the changes introduced by the "Insurance Act 2015". It is your duty to ensure sufficient information about your business is provided to insurers that enables them to understand the risks to be insured, or to make further enquiries. You may need to consult with others within your business who may also have relevant knowledge that should be declared to insurers. This duty continues throughout the lifetime of the policy when any change in circumstances should be notified.

MAIN EXCLUSIONS

The policy does not provide any cover for claims made against your Limited Company or Partnership in respect of any injury to any employee arising out of and in the course of their employment with you. If you have employees you should contact us to talk about Employers Liability insurance. Nor does it provide any cover for liabilities which should be insured under other types of policies, such as Motor Insurance, Directors and Officers Liability or Employment Practices Liability.

Please refer also to the Endorsement sheet issued with quotations and appearing on the Certificate of Insurance for any exclusions which may apply to the cover for specific therapies carried out within your practice.

EXCLUSION OF TREATMENT TO PROFESSIONAL FOOTBALLERS

This Policy excludes claims arising from the treatment of Professional Footballers after the 1st July, 2015 who:-

- Are currently part of any National Team or Squad
- Are employed by or otherwise contracted to any Club playing in the top two divisions of any Professional Football League (including for the avoidance of doubt Players on loan from such Clubs to lower league Clubs)

This exclusion shall also apply to treatments where the Insured or any employee or sub-contractor of the Insured provide insured activities to any other professional footballer or club under a formal agreement or Contract

This exclusion however shall not apply to treatments involving Samaritan Acts, Disability or Female Footballers or Players in the Welsh or Northern Ireland Professional Football Leagues or Football Leagues in the Channel Islands or the Isle of Man

Subject otherwise to the terms, conditions and exclusions of this Policy

WHERE AM I COVERED?

The policy provides cover for working anywhere in the world (provided that the Limited Company or Partnership is based in the UK) but excludes claims brought in USA or Canadian Courts if there are any assets there (please refer to the policy for details).

LAW APPLICABLE

The parties to the Policy have the right to choose the law applicable to the Policy. Unless the parties agree otherwise English Law shall apply.

This wording is a summary only of the cover provided and the main exclusions and is provided so that you have sufficient information to enable you to make an informed choice. Please refer to the policy wording for full details or contact us if there is anything specific you would like to discuss.

COMPLAINTS PROCEDURE

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially, contact us to raise your concern with Graybrook Insurance Brokers Ltd

Tel: 01245 321185

Fax: 01245 322240

Email: enquiry@graybrook.co.uk

If your complaint is against AXA alone, we will pass your complaint to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of AXA or there is any query relating to the complaint. The complaints procedure of AXA will then apply.

If your complaint is not resolved or you are not happy with the response and course of action proposed by AXA, you can progress your complaint to their Head Office, who will carry out a separate investigation on behalf of the Chief Executive.

AXA Insurance, Commercial Complaints, AXA House, 4 Parklands, Lostock, Bolton. BL6 4SD

Tel: 01473 205926

Fax: 01473 205101

E Mail: customercare@axa-insurance.co.uk

Timescales

We will acknowledge your complaint within 5 business days of it having been received by us and we will issue you with our final decision letter within 8 weeks.

What to do if you are still not satisfied

If you are still not satisfied Graybrook Insurance Brokers Limited and AXA are regulated by the Financial Conduct Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them. However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Telephone: 0845 0801800

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above.

For your protection, telephone calls may be recorded or monitored.

This insurance is administered by:

Graybrook Insurance Brokers Limited

8 Chandlers Way

South Woodham Ferrers

Essex CM3 5TB

Tel: 01245 321185

Fax: 01245 322240

Graybrook Insurance Brokers Limited is Authorised and regulated by the Financial Conduct Authority.

Registered no.595238

and underwritten by:

AXA Insurance UK plc (Lead Insurer)

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.