MEDICAL MALPRACTICE AND PUBLIC LIABILITY INSURANCE FOR PARAMEDICS

3rd February 2017
INDEX
<table>
<thead>
<tr>
<th>Section</th>
<th>Page Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>3 - 4</td>
</tr>
<tr>
<td>Who we are?</td>
<td>5 - 6</td>
</tr>
<tr>
<td>Insurers</td>
<td>7 - 8</td>
</tr>
<tr>
<td>Application Process</td>
<td>9 - 10</td>
</tr>
<tr>
<td>Summary of Cover</td>
<td>11</td>
</tr>
<tr>
<td>• Medical Malpractice</td>
<td>12</td>
</tr>
<tr>
<td>• Public Liability Insurance</td>
<td>13</td>
</tr>
<tr>
<td>• Basis of Cover</td>
<td>13</td>
</tr>
<tr>
<td>• Retroactive Cover</td>
<td>13</td>
</tr>
<tr>
<td>• Run-off Cover</td>
<td>13</td>
</tr>
<tr>
<td>• Excesses</td>
<td>14</td>
</tr>
<tr>
<td>• Limits of Indemnity</td>
<td>14</td>
</tr>
<tr>
<td>• Activities Insured</td>
<td>15</td>
</tr>
<tr>
<td>• Excluded Activities</td>
<td>15</td>
</tr>
<tr>
<td>• Important Special Conditions</td>
<td>15</td>
</tr>
<tr>
<td>• Extensions</td>
<td>16</td>
</tr>
<tr>
<td>• Geographical Limits</td>
<td>16</td>
</tr>
<tr>
<td>• Jurisdiction Territories</td>
<td>16</td>
</tr>
<tr>
<td>• Policy Definitions</td>
<td>16</td>
</tr>
<tr>
<td>• Notable Exclusions</td>
<td>17</td>
</tr>
<tr>
<td>• Record Keeping</td>
<td>18</td>
</tr>
<tr>
<td>Complaints Procedure</td>
<td>19 - 20</td>
</tr>
<tr>
<td>Financial Conduct Authority</td>
<td>21 - 22</td>
</tr>
<tr>
<td>Claims Reporting</td>
<td>23 - 24</td>
</tr>
<tr>
<td>Appendix 1</td>
<td>25</td>
</tr>
<tr>
<td>• Occupational Glossary</td>
<td>26 - 28</td>
</tr>
</tbody>
</table>
INTRODUCTION
Whilst the majority of Paramedics are employed in the United Kingdom by the NHS Ambulance Service, a growing number are practicing independently in both the Public and Private Sectors. Such Paramedics will be personally accountable for delivery of their medical services and will require the protection of insurance or other medical indemnity arrangements to deal with claims arising from alleged clinical negligence.

The scope of paramedic practice is rapidly evolving, bringing with it extra responsibilities and increasing the possibility of claims arising from an ever expanding range of specialist paramedic activities.

Paramedics in the United Kingdom are highly trained healthcare professionals providing one of the most valuable front line medical services in the Country. An occupational glossary can be seen in Appendix 1.

To meet the growing demand for paramedical liability insurance we have designed an exclusive Medical Malpractice and Public Liability Insurance Scheme with Hiscox Insurance Company Limited. It is not however possible to cater for every contingency and exposure, but we hope over time to develop the scheme to meet the most common day to day situations. Separate considerations will be given to Paramedics whose work falls outside the Scheme’s current acceptance criteria.
Who are we?
Graybrook is a specialist insurance broker in the provision of Medical and Professional Liability insurance for Healthcare Professionals. We are retained by some of the U.K.’s leading professional bodies, including the College of Paramedics, to manage insurance schemes which are provided as a membership benefit.

The business was originally formed in 1972 and includes a team of highly experienced insurance experts delivering exceptional customer service and value for money.

Our contact details are:-

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

Telephone Number: 01245 321185
Fax Number: 01245 322240
Email: enquiry@graybrook.co.uk
Website: www.graybrook.co.uk/paramedicinsurance

Graybrook is a trading style of Graybrook Insurance Brokers Limited.
Registered Office: 1208/1210 London Road, Leigh-on-Sea, Essex, SS9 2UA. Registered in England and Wales.
Registered Number 4955851
Insurers
This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name: **Hiscox Underwriting Limited**  
Registered Address: 1 Great St. Helens, London, EC3A 6HX, United Kingdom  
Company Registration: Registered in England number 02372789  
Status: Authorised and regulated by the Financial Conduct Authority

**Insurers**

These insurers provide covers as specified in each section of the schedule.

Name: **Hiscox Insurance Company Limited**  
Registered Address: 1 Great St. Helens, London, EC3A 6HX, United Kingdom  
Company Registration: Registered in England number 00070234  
Status: Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

**Complaints Procedure**

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any concerns about your policy or the handling of a claim you should, in the first instance, contact Hiscox customer relations either in writing at:

Hiscox Customer Relations, The Hiscox Building, Peasholme Green, York, YO1 7PR, United Kingdom, or by telephone on +44 (0)1904 681198 or by email at customer.relations@hiscox.com

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service or your local Ombudsman. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to your right to take legal proceedings.
Application Process
Applications are invited from qualified and registered Paramedics (including non HCPC registered clinicians).

Enhanced benefits and discounted rates are available to Members of the College of Paramedics.

Quotations can only be provided on receipt of a fully completed application form which is available on request or as a download from www.graybrook.co.uk/paramedicinsurance. Please ensure your qualification level is correctly inserted on the application form or renewal declaration (see Appendix 1 for Glossary).
Summary of Cover
The Summary is designed to provide an overview of the most important features of the Scheme, but does not take precedence over the terms and conditions contained in the Policy which is available to view or download from www.graybrook.co.uk/paramedicinsurance.

**Medical Malpractice**

Provides protection for Medical Malpractice claims involving bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by the Insured in the performance of an insured business activity or in the course of a Good Samaritan Act. The cover includes:

- Negligence or breach of a duty of care
- Negligent misstatement or negligent misrepresentation
- Infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing off
- Defamation
- Breach of confidence or misuse of any information which is either confidential or subject to statutory restrictions on its use
- Any other civil liability unless excluded (see the Policy under ‘What is not covered’)
Public Liability Insurance
Cover for claims brought against the Insured during the period of insurance for bodily injury or property damage arising from the business activities insured or Samaritan Acts occurring after the retroactive date shown in the Policy.

Basis of Cover
The Policy is issued on a ‘Claims Made’ basis which means the Policy must be in force and valid on the date a claim is first notified to the Insured and reported to insurers. The claim must relate to work undertaken after the start of the Policy or any retroactive date shown in the Policy (see below for details).

Retroactive Cover
No cover is provided for work which pre-dates the start of the Policy unless evidence of earlier retroactive cover can be provided from a previous Policy. The retroactive date shown in the Schedule denotes the date from which all work is covered.

Run-off Cover
On termination of the Policy, whether due to non-renewal or mid-term cancellation cover, all cover will cease from which date no new claims can be accepted. If continuing cover is required, it will be necessary to request a separate quotation for run-off cover in respect of future claims which may arise from previous work, unless alternative indemnity or a replacement Policy has been arranged by the Insured.
**Excesses**

The Policy excludes:

- The first £250 in respect of any one claim (increased to £350 for non-College Members)
- The first £500 of any claim involving repatriation services

Higher excesses may apply in certain other circumstances which will be specified in the quotation provided prior to commencement of cover.

**Limits of Indemnity**

Separate limits of indemnity apply as follows:

**Medical Malpractice**

Applicants may select limits ranging from £500,000 to £5,000,000 subject to cost.

**Public Liability**

This section provides a standard limit of £5,000,000.

The limits of indemnity are also the total amounts payable under each of the above sections in any period of insurance.
Activities Insured
Good Samaritan Acts and all activities within the insureds individual scope of paramedic practice and as declared to and approved by Insurers.

Excluded Activities
Claims arising from the following are excluded:-

- Any medical services to professional sports persons or elite athletes where they are provided under any form of Agreement or Contract
- Any work outside the Insured’s individual scope of Paramedic Practice or any activity not declared to Insurers
- Any activities which pre-date the start date of the Policy or the retroactive date

Important Special Conditions
The following Special Conditions must be observed for the Policy cover to operate:-

- All qualified Paramedics must be registered with the Health & Care Professions Council (HCPC) at the date of treatment
- Non HCPC registered practitioners must be a Member of the College of Paramedics and supervised by a Medical Practitioner who themselves are registered with the Health & Care Professions Council, or the Nursing and Midwifery Council or the General Medical Council.
Extensions

The Policy includes the following:-

- Indemnity to the Insured's Principal but only in respect of the Insured's own negligence
- The Insured's vicarious liability for claims arising from the negligence of students, support workers, employees or sub-contractors under the control or supervision of the Insured (subject to sub-contractors maintaining their own Medical Malpractice and Public Liability Insurance)

Geographical Limits

The Policy applies to all work undertaken by the Insured within the business description anywhere in the world (excluding U.S.A. and Canada), provided the Insured is ordinarily domiciled in Great Britain, Northern Ireland, Isle of Man or the Channel Islands and claims are brought within the Jurisdiction of the Territories stated below.

Jurisdiction Territories

This Policy will only cover claims brought against the Insured within the jurisdiction of Courts in Great Britain, Northern Ireland, Isle of Man or the Channel Islands.

Policy Definitions

It is important to refer to the Policy Definitions for the meanings contained within the scope of this insurance.
Notable Exclusions

As with all policies a number of exclusions apply, details of which can be found in the Policy Document, but some notable exclusions relate to claims arising:

- from circumstances known to the Insured prior to the start of the Policy
- from malpractice occurring prior to the start of the Policy
- where insurance or indemnity is provided elsewhere
- from the sale, supply, alteration or distribution of products
- from the liabilities of an Employer
- from dishonesty, fraud, malicious or criminal act of the Insured
- from clinical trials or research projects
- from sexual harassment, sexual misconduct or exploitation
- from the defence of any regulatory, disciplinary, professional misconduct proceedings or investigations
- from any act, error or omission which occurred prior to the Policy retroactive date
- from Hepatitis Non A or any condition directly or indirectly relating to HIV
- where the Insured is not registered with the Health & Care Professions Council (HCPC) if registration is a legal requirement
- from the misdiagnosis of meningitis unless the Insured has physically examined the patient and followed the current National Institute for Clinical Excellence (NICE) guidelines for the patient’s management and is acting within their scope of practice
Record Keeping

The Insured must maintain accurate records of all professional services and equipment used for at least 10 years from the date of treatment (in the case of minors 10 years after the minor attains the age of majority) and indefinitely in the case of patients without legal mental capacity.
Complaints Procedure
Whilst all reasonable care has been taken in the compiling and administration of this insurance scheme, any complaints should be directed to:-

William Hulse ACII
Managing Director
Graybrook Insurance Brokers Limited
8 Chandlers Way
South Woodham Ferrers
Essex CM3 5TB
Tel. No. 01245 321185
Fax No. 01245 322240
email: williamhulse@graybrook.co.uk

The company’s terms of business is available by following the link ‘Our Terms of Business’ contained on our website www.graybrook.co.uk or is available upon request.
Financial Conduct Authority (FCA)
Graybrook Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority registered number 595238. This registration can be checked by visiting the FCA’s website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the FCA on 0845 606 1234.
Claims Reporting
The Insured must not disclose to any person or organisation any of the terms of this Policy without the written consent of Underwriters.

The Insured shall not admit liability or agree or make any settlement arrangement, offer, promise or payment and do anything that may compromise or prejudice the defence of a claim or incur any costs or expenses in connection with any claim without the written consent of Underwriters.

The Insured must notify either Graybrook Insurance Brokers or Hiscox as soon as they become aware of any circumstances that could lead to a claim under the Policy or receive notification of any formal claim.

Any delays in notification or any non-compliance with any of the Policy Terms & Conditions could invalidate the cover provided and the Insured’s entitlement to indemnity under the Policy.
Appendix 1
Occupational Glossary

For the purposes of this Scheme the following occupational terminology will apply.
Please ensure your qualification level is correctly inserted in the application form and renewal declaration.

Paramedic

Qualification Level 6 – Batchelor of Science Degree (BSc)
Healthcare professional, registered with the Health & Care Professions Council (HCPC) under “Paramedic” by completing an approved programme of study.

Specialist Paramedic

Qualification Level 7 – Post Graduate Certificate or Post Graduate Diploma
Experienced autonomous healthcare professional, registered with the Health & Care Professions Council under ‘Paramedic’, who have undertaken further study and skill acquisition at PGCert/PGDip level, or SQCF level 11 in Scotland, to enable them to be able to deliver a more enhanced level of assessment and care to patients and access more referral pathways. This may include, but is not limited to ‘Emergency Care Practitioner’, ’Paramedic Practitioner’, and ‘Senior Paramedic’. 
**Advanced Paramedic**

**Qualification Level 7 - Master of Science Degree (MSc)**

Highly experienced autonomous healthcare professional, registered with the Health & Care Professions Council under ‘Paramedic’, who through the development of expertise, portfolio of evidence, and post-grad education at Masters level are able to deliver a more appropriate level of assessment and care to patients and access many more referral pathways.

**Consultant Paramedic**

**Education Level 8 - Doctor of Philosophy Degree (PhD)**

The Consultant Paramedic will usually hold or be working towards a doctorate award and will practice within the Department of Health guidance for Allied Health Professional Consultant appointments. Core responsibilities include an organisational development role in areas of new and innovative clinical practice for paramedics delivering patient care. Working at Strategic – Executive level they will be developing new care pathways, whilst liaising with central health policy makers. Connected to the Trusts medical directorate and research and audit teams (through primary research) they will be instigating and reviewing care pathways.
**Non HCPC Registered Clinician**

Works alongside registered healthcare professionals in a supportive capacity. This may include, but is not limited to ‘Community First Responders’, ‘Emergency Medical Technician’, ‘Emergency Ambulance Crew’ and ‘Ambulance Care Assistant’.