



## PROFESSIONAL LIABILITY INSURANCE SCHEME FOR SPORTS MASSAGE PRACTITIONERS - SUMMARY OF COVER

This Commercial insurance policy is designed to meet the needs of professionals who wish to protect themselves in the event of civil liabilities arising from their professional activities.

### **CIVIL LIABILITIES**

The policy provides cover in the event of civil (as opposed to criminal) liabilities arising from your Business as described on your certificate of insurance, and provides an indemnity to you/your organisation and any employees whilst acting on your behalf. It includes cover for your liability for the acts or omissions of any sub-contractors but will not (unless we have agreed in writing) provide an indemnity to sub-contractors. The policy combines cover that would be provided by Professional Indemnity, Public Liability, Libel & Slander and Product Liability insurances and covers any amount you may have to pay as compensation up to the limit(s) shown in your certificate.

### **LIMIT OF INDEMNITY**

Your 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 attributable to one original cause will be regarded as a single claim.

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

There is no excess or deductible under this insurance.

The insurers for this product are AXA Insurance UK plc.

### **ADDITIONAL COVERS**

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 you, or any person acting in connection with the business, 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 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
- Other criminal prosecution where such prosecution is likely to lead to a civil claim under this policy. A limit of £100,000 applies to this section.

#### **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:

The Insured or any Director 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 you, 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 you, cover up to £25,000 is provided.

### **Fees Recovery**

If a client refuses to pay your fees on the grounds of alleged negligence on your part and threatens a potential counter-claim, the policy will reimburse you with 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 you 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 you irrespective of when the incident which gave rise to the claim is alleged to have occurred. Cover will apply to incidents which occurred prior to inception of this policy, as long as when you take out the insurance you are not aware of any such circumstances which could give rise to a claim.

### **RUN-OFF COVER**

It is important to remember that the insurance can only respond to a claim if the policy is in force at the time the claim is made against you. If you cease to practise or trade by reason of death, retirement or career break, the policy will provide run-off cover free of charge for a period of three years immediately following the final period of insurance, providing you are insured as an Individual or as a Sole Trader Limited Company.

You should contact us if you need run-off cover for a longer period, or if you are a Limited Company with more than one director, or in any other circumstances (e.g. if you purchase or acquire alternative cover elsewhere where no retroactive cover is provided for your previous work).

### **Student Members Cover (AM11)**

It is agreed that the following restrictions apply in respect of Student Members:

- a) the activity is carried out in a classroom environment where the student is supervised or
- b) the activity is carried out whilst on placement at an external event or similar situation and whilst working under the direct supervision of a qualified person or
- c) the activity is carried out whilst practising skills and techniques using hypothetical situations outside of the classroom where they are not meeting a need and where the student has access to a nominated supervisor who is an SMA member

**Provided that** in relation to (c) above the student has obtained written consent using a signed standard form from their practice body that such practice body understands and confirms that:

- I. they are aware the practitioner is a student and is not to be paid for the service
- II. they are aware that the student will be practicing skills and not meeting a need with them
- III. they are aware that there is a named supervisor who can be accessed with any queries
- IV. they are not aware of any contra indications to proceed and/or they have written permission from the GP or other health practitioner

Further it is a requirement that the student must log each session fully and record the full explanation of the techniques they have covered in the session including the body part on which they practised and these techniques must not fall outside what has been taught and signed off to date on their course

### **MAIN EXCLUSIONS**

The policy does not provide any cover for the following:

#### **Liability to Employees**

Any injury to employees arising out of and in the course of their employment with you. (If you have employees you should talk to us about Employers' Liability insurance.)

#### **Liabilities which should be insured under other types of policy**

Such as Motor Insurance or Employment Practices Liability

#### **Business Risks**

Such as contracts for supply of services to your business, your insolvency, trading losses, or pension & benefit schemes.

#### **Deliberate Acts**

*Sports Massage Summary of Cover vAXA062017*

Any intentional act, unless this is designed or intended to be part of the Professional Services provided

### **Controlling Interests**

Any claim arising out of work for a business in which the insured has a controlling interest or is in a position to make a major policy decision on behalf of such business.

### **WHERE AM I COVERED?**

The policy provides cover for you to work anywhere in the world (providing that you are working from a UK base) and includes work in America or Canada as long as you do not have premises in those territories (please refer to the policy for details).

**This is a summary only of the cover, together with the main exclusions, and is provided so that you have sufficient details 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.**

**Please note the policy does not cover you to attend events for the purpose of carrying out First Aid in isolation. As our policy is only intended to cover First Aid when ancillary to sports massage, an event involving first aid in isolation may not be covered by this insurance, depending on individual circumstances. We strongly recommend that before agreeing to act as a paid or volunteer first aider, you confirm that the organiser has arranged cover to include you.**

### **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 Limited

Tel: 01245 321185

Fax: 01245 322240

Email: [enquiry@graybrook.co.uk](mailto: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](mailto: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 Services 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](mailto:enquiries@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://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 Services 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.