CSP Members
Medical Professional Liability Policy

This is a "**Claims** made" policy which only provides cover in respect of **Claims** made against the **Insured** and notified to Underwriters during the **Policy Period** and/or any reporting period.

Certain words and phrases have been specially defined for use in this policy. These appear in **bold** type. The policy and the **Proposal** shall be construed as one document. In the event of any conflict between this policy and the **Proposal**, the policy shall prevail.

This policy has been underwritten by The Medical Professional Liability Company Limited (The MPLC) on behalf of certain Underwriters at Lloyd's. 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 aims to provide a first class professional service to its customers. Should you have any questions, concerns or complaints about your policy or the handling of a **Claim** you should, in the first instance, contact your broker.

Alternatively, you may wish to contact The MPLC by writing to:

Managing Director
The Medical Professional Liability Company Limited,
Regal House,
Queensway,
P.O. 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.

Address: 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.

PLEASE READ THIS POLICY CAREFULLY

LLOYD'S

1 Lime Street, London, EC3M 7HA
Telephone +44 (0)20 7327 1000

Contents

The Schedule

ITEM 1	Policy Number:	016/00000071/00	Broker's Reference:	B0621PFDO06516
ITEM 2	Name of the **Insured**:	As fully detailed in Endorsement 1.1		
ITEM 3	Address of **Insured**:	14 Bedford Row London, WC1R 4ED United Kingdom	Telephone:	
ITEM 4	**Policy Period**			
	From:	01 July 2016	To:	01 July 2017
	At:	00:01 hours	At:	00:01 hours
	Local standard time at the **Insured**'s address stated in Item 3 above			
ITEM 5	Limit of Indemnity:	As fully detailed in Endorsement 1.2	Any one **Claim**	
		As fully detailed in Endorsement 1.2	In the aggregate during the **Policy Period**	
	Excess:	As fully detailed in Endorsement 1.2	Each and every **Claim** including **Defence Costs**	
ITEM 6	Premium:	As held on file with the CSP		
	Premium Due Date:	As held on file with the CSP		
ITEM 7	Territories:	As fully detailed in Endorsement 1.3		
ITEM 8	Retroactive Date:	As fully detailed in Endorsement 1.4		
ITEM 9	**Proposal Form**:	18 May 2016	Declaration Date:	To be provided as per the Subjectivity
ITEM 10	Notice to be given to:			
	The MPLC Regal House Queensway PO Box 1446, Gibraltar		Telephone: Fax: Email:	+44 (0)20 3100 5151 +350 20042239 (claims@the-mplc.com)
ITEM 11	Covered Jurisdictions:	Worldwide (Excluding USA, Canada & Australia)		
ITEM 12	Policy Jurisdiction and Applicable Law:	England & Wales		

Medical Professional Liability **Policy**

1 INSURING CLAUSE

In consideration of the payment of the premium stated in the Schedule and in reliance upon the statements made by the **Insured** in the **Proposal**, which statements are deemed to form the basis of and be incorporated in this policy, Underwriters agree, subject to the terms, conditions and exclusions contained herein to indemnify the **Insured** in excess of the sum specified in the Schedule as the **Excess** for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** in accordance with the laws of the country/ies specified in Item 11 of the Schedule resulting from any **Claims** made against the **Insured** and notified to Underwriters during the **Policy Period** arising in respect of the **Insured**'s liability for death, bodily injury, mental injury, illness or disease of or to any patient of the **Insured** caused by any actual or alleged negligent act, negligent error or negligent omission committed by the **Insured** which arises either from:

(a) the provision of **Medical Services**; or

(b) the performance of **Good Samaritan Acts**; or

which falls within the terms of this policy and arises out of the **Insured**'s business specified in the **Proposal** and to indemnify the **Insured** for **Defence Costs** incurred in connection with any such **Claim**.

2 LIMIT OF INDEMNITY

Underwriters' total liability during the **Policy Period** in respect of all **Compensatory Damages** and **Defence Costs** shall not exceed the Limit of Indemnity specified in Item 5 of the Schedule and Underwriters shall not be liable to pay any sums after the Limit of Indemnity has been exhausted by payment of or agreement to pay **Compensatory Damages** and/or **Defence Costs**.

3 DEFINITIONS

3.1 **Claim**

shall mean any

3.1.1 suit or proceedings served upon or issued against the **Insured**;
3.1.2 oral or written allegation communicated to the **Insured**;
3.1.3 oral or written communication from or on behalf of a patient and/or a request to the **Insured** by or on behalf of a patient for medical records or copies of medical records to investigate or contemplate a potential **Claim** against the **Insured** arising out of the provision of **Medical Services**

Provided always that a series of **Claims** arising out of or which are attributable to a single originating cause or source or which are otherwise casually connected shall constitute a single **Claim** for the purposes of this policy.

3.2 **Compensatory Damages**

shall mean all sums payable in respect of any judgment, award or settlement and is deemed to include third party claimants' fees, costs and expenses for which the **Insured** is liable.

3.3 **Defence Costs**

shall mean reasonable and necessary fees and expenses incurred by or on behalf of the **Insured** with the prior written consent of Underwriters which result from:

3.3.1 the investigation, defence and/or settlement of a **Claim**; or

3.3.2 the attendance or representation at or in connection with any examination, enquiry or proceedings commissioned by any official, administrative or regulatory body in the exercise of its powers over any **Insured** in relation to any circumstance, actual or alleged which has a direct relevance to any **Claim**;

and any appeal from any of the proceedings mentioned in 3.3.1 and 3.3.2 above.

3.4 **Excess**

shall mean the amount specified as such in Item 5 of the Schedule which the **Insured** must incur in respect of each and every **Claim** for which the Underwriters are not liable and in excess of which this policy is to apply.

3.5 **Good Samaritan Act**

shall mean treatment administered at the scene of a medical emergency, accident or disaster by the **Insured** who is present either by chance, or in response to a medical emergency..

3.6 **Independent Professional Practitioners**

shall mean any medical or dental practitioner, or healthcare provider who works or provides services on or out of the **Insured**'s premises or who may expose the **Insured** to potential **Claims** but who is not defined as an **Insured** under this policy.

3.7 **Insured**

shall mean:

3.7.1 The Chartered Society of Physiotherapy (CSP) and the Professional Network Groups (as detailed more fully in Schedule 'A');

3.7.2 Any individual member of the Chartered Society of Physiotherapy named in Item 2 of the schedule carrying out **Medical Services** as defined in definition 3.8 in the territories specified in Item 7 of the schedule;

3.7.3 Any Great Britain, Northern Ireland, the Channel Islands or the Isle of Man based and registered partnership (but not a limited liability partnership LLP) comprising solely of CSP members carrying out **Medical Services** as defined in definition 3.8 in the territories specified in Item 7 of the schedule;

3.7.4 Any Great Britain, Northern Ireland, the Channel Islands or the Isle of Man based Private Limited Company which is owned 100% by an individual CSP member solely where the CSP member is the only practitioner carrying out **Medical Services** as defined in definition 3.8 in the territories specified in Item 7 of the schedule

3.7.5 The individual Limited Companies or Partnerships as detailed in Schedule 'C'

3.7.6 the personal representatives of the estate of any person who would otherwise be indemnified under this policy;

3.8 **Medical Services**

Shall mean the provision of those professional services within the scope of Physiotherapy Practice as determined by the Chartered Society of Physiotherapy.

3.9 **Policy Period**

shall mean the period set out in Item 4 of the Schedule.

3.10 **Product**

shall mean any solid, liquid, or gaseous substance or device or component part thereof, manufactured, constructed, altered, repackaged, repaired, serviced, treated, administered, sold, supplied or distributed by or on behalf of the **Insured** but not any food and drink provided primarily for the benefit of staff, visitors or patients for consumption on the premises.

3.11 **Proposal**

shall mean the written **Proposal** or declaration bearing the date stated in Item 9 of the Schedule and/or any presentation, statements, declarations, warranties or information upon which the Underwriters have relied made by or on behalf of the **Insured** to the Underwriters for the insurance evidenced by this policy.

3.12 **Terrorism**

shall mean any act or acts of force and/or violence

1. for political, religious or other ends and/or
2. directed towards the over-throwing or influencing of the Government de jure or de facto, and/or
3. for the purpose of putting the public or any part of the public in fear

by any person or persons acting alone or on behalf of or in connection with any organisation.

3.13 **Principal**

shall mean

any person or organisation who directly or indirectly engages the insured to provide **Medical Services**

3.14 Expert Witness

shall mean any person who is a specialist in a subject presenting his or her expert opinion, without having been a witness to any occurrence relating to the law suit or criminal case. The experts work is qualified by evidence of his or her expertise, training and special knowledge of the relevant subject.

3.15 Healthcare Professional

Shall mean a person who has received special training or education in a health-related field, including administration, direct provision of patient care or ancillary services and holds or is required by law to hold, a valid licence to practice in the relevant speciality, such licence having being issued by the relevant lawfully established and recognised licensing authority to practice in the territories specified in Item 7 of the schedule

4 EXCLUSIONS

4.1 Retroactive Date

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with any act, error, omission, circumstances or event occurring or committed or alleged to have been committed prior to the Retroactive Date specified in Item 8 of the Schedule;

4.2 Prior Circumstances

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with any event or circumstance which might reasonably be expected to give rise to a **Claim** being made against the **Insured** and which the **Insured** knew about or reasonably could have foreseen or discovered prior to the **Policy Period**. Where the **Insured** has received either an oral or written communication from or on behalf of a patient and/or a request by or on behalf of a patient for copies of medical records, the **Insured** will be deemed to have been aware of a **Claim**;

Notwithstanding Exclusion 4.2 (Prior Circumstances), should a **Claim** which should have been notified, or a fact or circumstance which should have been notified, to Underwriters under an earlier **Policy** placed through The MPLC, then Underwriters may accept the notification of such **Claim**, fact or circumstance under this **Policy**. PROVIDED ALWAYS THAT:

(a) The **Insured** has been covered continuously under a **Policy** placed through The MPLC between the date when such notification should have been given and the date when such notification was, in fact, given; and

(b) The Underwriters acting reasonably but otherwise at their discretion are satisfied that the failure by the **Insured** to notify the **Claim** fact or circumstance (as the case may be) was unintentional and attributable to good faith mistake or oversight on the part of the **Insured**; and

(c) the terms and conditions applicable to this extension and to that notification shall not be those of this **Policy** but shall be the terms and conditions (including the unexhausted portion of the Limit of Indemnity and **Excess**) applicable to the Underwriters earlier **Policy** under which the notification should have been given.

4.3 Other Insurances

Underwriters shall not be liable for any **Claim** or **Defence Costs** which is the subject of insurance or indemnity or other form of compensation or payment provided by any medical defence organisation or similar scheme, club, association or arrangement, nor in respect of any circumstance, occurrence, fact, matter or **Claim** notified under any other insurance, indemnity or other form of compensation or payment provided by any medical defence organisation or similar scheme, club, association or arrangement prior to the **Policy Period**, it being understood and agreed that this policy shall not be drawn into contribution with such other insurance, indemnity, compensation or payment;

4.4 Waived Recourse Rights

Underwriters shall not be liable for any **Claim** or **Defence Costs** where Underwriters have or would have rights of recourse in respect of such **Claim** but the **Insured** has granted without Underwriters' prior consent a waiver of such recourse rights to others whether by express term or by reason of an assumption of liability under contract;

4.5 Wrongful Acts

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with

4.5.1 any deliberate or wilful misconduct

4.5.2 any dishonest, fraudulent or criminal act, except breaches of local statutory or regulatory obligations by either Members deployed for and on behalf of the UK's Ministry of Defence or Members travelling outside of Great Britain, Northern Ireland, Chanel Islands, Isle of Man and the Republic of *Ireland with* individual British based clients, British based teams, British based athletes or British based entities which retain CSP members for the provision of **Medical Services,** for their own needs

4.5.3 the performance of the activities of the **Insured** whilst under the influence of intoxicants or narcotics;

4.6 **Products** Liability

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with any **Product**;

4.7 Excessive Care Levels

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with actual or alleged breach of contract by which the **Insured** has agreed to exercise a duty of care and skill beyond such care and skill as is usual to exercise in the **Insured**'s business as stated in the **Proposal**;

4.8 Directors and Officers Liability

Underwriters shall not be liable for any **Claim** or **Defence Costs** made against any director or officer of the **Insured**, directly or indirectly caused by or arising out of or in any way connected with any unlawful, wrongful or negligent act, error or omission or breach of trust, breach of warranty of authority, or breach of duty, whether actual or alleged, committed, permitted or attempted by such director or officer where such **Claim** is made solely by reason of his holding the position of director or officer and having acted in that capacity;

4.9 Internet Activities

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with any advice, diagnosis or treatment given or information of any type published or promoted by the **Insured** over the Internet or via any computer or any electronic system accessible outside the **Insured**'s premises;

4.10 Sexual Conduct

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation;

4.11 Radioactive Contamination

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Provided always that this exclusion shall not apply to occupational risks arising from radio-isotopes, ionising radiation, radium or radium compounds or other applications of nuclear medicine when used by the **Insured** incidental to ordinary industrial, educational, medical, or research pursuits.

4.12 War

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawfully constituted Authority.

Gibraltar - Main Office: Regal House, Queensway, PO Box 1446, Gibraltar
UK – Branch Office: 107 Fenchurch Street, London EC3M 5JF, United Kingdom
www.the-mplc.com info@the-mplc.com
Tel: +44 (0)20 3100 5151 Fax: +350 20042239
Tel: +44 (0)20 3100 5152 Fax: +44 (0)845 127 5071

It is understood and agreed that in any **Claim** and in any action, suit or other proceedings to enforce a **Claim** under this Insurance for loss or damage or legal liability, the BURDEN OF PROVING that such loss or damage or legal liability does not fall within this exclusion shall be upon the **Insured**.

Provided always that this exclusion shall not apply to any **Claims** which may arise from the provision of any **Medical Services** which are subsequently provided to any patients of the **Insured**.

4.13 **Terrorism**

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with **Terrorism** (including, without limitation, contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft).

It is understood and agreed that in any **Claim** and in any action, suit or other proceedings to enforce a **Claim** under this Insurance for loss or damage or legal liability, the BURDEN OF PROVING that such loss or damage or legal liability does not fall within this exclusion shall be upon the **Insured**.

Provided always that this exclusion shall not apply to any **Claims** which may arise from the provision of any **Medical Services** which are subsequently provided to any patients of the **Insured**.

4.14 Pollution

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with:

4.14.1 seepage, pollution or contamination

4.14.2 the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances;

4.15 Fines and Penalties

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with fines, penalties, punitive or exemplary damages, aggravated damages or multiplication of compensation awards;

4.16 **Insured** versus **Insured**

Underwriters shall not be liable for any **Claim** or **Defence Costs** made by one **Insured** against any other **Insured** however this exclusion shall not apply to any **Claims** made by an **Insured** who provides **Medical Services** to any other named **Insured**.

4.17 Toxic Mould

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with the formation, growth, presence, release, dispersal, containment, removal, testing for, or detection or monitoring of, or failure to detect or monitor or warn about moulds, fungi, spores or similar growth or organic matter, including but not limited to aspergillus, penicillium, or any strain or type or stachybotris, commonly collectively referred to as the "Black Moulds".

4.18 **Principal**'s liability

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with any actual or alleged act, error or omission committed by the **Insured**'s **Principal** or by a) any director, officer or employee of the **Principal** or b) of any other person or organisation acting on the **Principal**'s behalf.

4.19 Treatment of Animals

Underwriters shall not be liable for any **Claim or Defence Costs** arising from any **Claims** directly or indirectly caused by or in any way connected with the treatment of animals. This Exclusion shall not, however, apply to the Chartered Society of Physiotherapy or ACPAT (Association of Chartered Physiotherapists in Animal Therapy) in respect of any work undertaken as a Professional Body or Professional Network Group (PNG) and arising within the scope of practice. For the avoidance of doubt, no indemnity shall be provided under this Policy to individual CSP or ACPAT Members in respect of claims relating to the treatment of animals. Subject otherwise to the Terms and Conditions of this Policy.

5 CONDITIONS

5.1 Disclosure

5.1.1 Underwriters have relied upon the **Proposal** as the basis upon which they have entered in to this policy.

5.1.2 It is a condition precedent to the **Insured**'s right to be indemnified under this policy that the **Insured** must disclose to the Underwriters before this policy is entered into, every matter which is known or ought reasonably be known by the **Insured** which a reasonable person in the circumstances could be expected to identify as relevant and/or material to the risk being insured.

This duty of disclosure also applies to any renewal, extension, variation or reinstatement of the policy.

5.1.3 In the event of unintentional non-disclosure, the Underwriters may at their absolute discretion:

1. refuse to cover additional exposure to that which was disclosed; or

2. charge a reasonable additional premium; or
3. avoid the contract.

5.1.4 In the event of intentional or fraudulent

1. failure to comply with the duty of disclosure; or
2. misrepresentation to the Underwriters

the Underwriters may avoid the contract.

5.1.5 It is a condition precedent to the right of the **Insured** to be indemnified under this policy that, during the **Policy Period**, the **Insured** shall give as soon as practicable notice in writing to the party named in Item 10 of the Schedule of any alteration which materially affects the risk. The Underwriters are entitled to refuse to cover the additional exposure or cancel the contract in accordance with the cancellation provisions of this policy.

5.2 **Claims**

5.2.1 Notice

It is a condition precedent to the right of the **Insured** to be indemnified under this policy that notice of any **Claim** as well as any circumstances or incidents which might reasonably be expected to give rise to a **Claim** shall be given to Underwriters as soon as reasonably practical upon the **Insured** becoming aware thereof. Notice of such **Claim** or circumstances or incident shall be in writing and shall be delivered by fax, email or by post to the address specified in Item 10 of the Schedule.

Notice of all **Claims** and circumstances must be made within the **Policy Period** provided that the **Insured** shall have an extra 180 calendar days to notify **Claims** of which they become aware on or as soon as reasonably practical prior to the expiry of the **Policy Period**.

If the **Insured** provides Underwriters with notice of circumstances or incidents as mentioned above during the **Policy Period** which are accepted by the Underwriters, any **Claim** subsequently made which arises from those circumstances shall be deemed, notwithstanding the **Claim** was made after expiry of the **Policy Period**, to be reported to Underwriters on the date when the circumstances were notified to them.

The simple noting of an incident in an incident book without other grounds for believing a **Claim** may be made shall not constitute a notifiable circumstance or incident.

5.2.2 Control of **Claims**

Underwriters shall be entitled but not obligated to take control of the defence of any **Claim** in the **Insured**'s name and shall have full discretion in the conduct of any negotiations or proceedings in the settlement of any **Claim**. The **Insured** shall assist the Underwriters and co-operate fully with them in the investigation and/or defence of any **Claim** and the prosecution of any subrogation or recovery action without charge to Underwriters.

5.2.3 Consent of Underwriters

The **Insured** shall not:

1. admit liability
2. enter any arrangement
3. make any offer, payment or promise
4. incur any cost or expense

without the prior written consent of Underwriters.

5.2.4 Consent of the **Insured**

Underwriters will not settle any **Claim** without the consent of the **Insured** provided that:

1. If the **Insured** refuses to consent to any settlement recommended by Underwriters or their legal representatives then Underwriters' liability may not exceed the total amount for which the **Claim** could have been settled plus the costs and expenses incurred with their consent up to the date of the refusal or the applicable Limit of Indemnity whichever is less;
2. the **Insured** agrees to indemnify Underwriters for all sums including **Defence Costs** which Underwriters are liable to pay after the date of refusal.

5.2.5 Relinquishment

Underwriters may at any time pay to the **Insured** in connection with any **Claim** the amount of the Limit of Indemnity remaining under this policy or any lesser amount for which such **Claim** can be settled less any sums already paid and less any associated **Defence Costs** already paid. Upon such payment being made, the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such **Claim** or associated **Defence Costs** incurred after the date of such relinquishment.

5.2.6 Subrogation

In relation to sums paid or payable by them, Underwriters shall be entitled at any stage to bring an action for their own benefit seeking indemnity, damages or otherwise against any third party in the name of the **Insured** provided such subrogation will not be exercised against the insured's **Principal** where the member is engaged on a self employed basis, or where the **Principal** is:

1. an entity owned 100% by an individual member of the CSP
2. the only practitioner engaged by the entity

Gibraltar - Main Office: Regal House, Queensway, PO Box 1446, Gibraltar
UK – Branch Office: 107 Fenchurch Street, London EC3M 5JF, United Kingdom
www.the-mplc.com info@the-mplc.com
Tel: +44 (0)20 3100 5151 Fax: +350 20042239
Tel: +44 (0)20 3100 5152 Fax: +44 (0)845 127 5071

3. where the claim relates to the member's negligence (or the negligence of any temporary locum engaged by the entity to cover the members absence, provided such locums are CSP members)

Underwriters' expenses in the recovery shall always be deducted prior to the application of the recovery to the **Claim**.

5.2.7 Fraudulent **Claims**

If the **Insured** shall make any request for payment from Underwriters knowing the same to be false or fraudulent as regards amount or otherwise, this policy shall become void ab initio, all premiums paid shall be forfeited and all payments to the **Insured** under the policy shall be returned.

5.3 Records

The **Insured** shall at all times:

5.3.1 maintain accurate descriptive records of all **Medical Services** and equipment used in procedures. Such records shall be made available for inspection and use by Underwriters or their appointed representatives in the investigation or defence of any **Claim** hereunder;

5.3.2 retain the records referred to in 5.3.1 above for a period of at least six (6) years from the date of treatment and, in the case of a minor, for a period of at least six (6) years after that minor attains majority. Obstetric records must be retained and preserved indefinitely;

5.3.3 provide Underwriters or their appointed representatives with such oral or written information, assistance, signed statements, evidence or depositions as Underwriters may require;

5.4 Licensing of all Physiotherapists

It is a condition precedent to the **Insured's** right to be indemnified under this policy, that each practicing Member of the CSP shall hold a valid licence to practice issued by the relevant lawfully established and recognised licensing authority within the territories specified in Item 7 of the schedule, except when deployed for and on behalf of the UK's Ministry of Defence or visiting territories outside of Great Britain, Northern Ireland, Channel Islands, the Isle of Man and the Republic of Ireland with British based clients, British based teams, British based athletes or British based entities or organisations which retain members for the provision of **Medical Services** for their own needs. It is understood and agreed that for the avoidance of doubt such British based organisations may include other nationals.

5.5 Cancellation

Underwriters may cancel this policy by giving written notice to the **Insured** at the address stated in Item 3 of the Schedule of ninety (90) calendar days before the effective date of cancellation. Premium will be refunded to the **Insured** on a pro rata basis.

Gibraltar - Main Office: Regal House, Queensway, PO Box 1446, Gibraltar
UK – Branch Office: 107 Fenchurch Street, London EC3M 5JF, United Kingdom
www.the-mplc.com info@the-mplc.com
Tel: +44 (0)20 3100 5151 Fax: +350 20042239
Tel: +44 (0)20 3100 5152 Fax: +44 (0)845 127 5071

If notice is mailed by registered post, proof of mailing will be sufficient evidence of notice being sent, and notice shall be deemed to have been served seven (7) calendar days after dispatch. Notice may also be validly served by email or fax to the **Insured** or the **Insured**'s agent or broker. Notice by email will be deemed to have been duly received if within five (5) calendar days a reply, whether in the form of an acknowledgement or otherwise, has been sent to and received by the original sender or a telephone confirmation from a responsible person has been given. Notice by fax will be deemed to have been duly received if the sending machine has printed a valid confirmation of receipt. Notice by fax or email, duly received, will be deemed to have been served five (5) calendar days after the date of sending.

5.6 Premium Payment Warranty

It is warranted that all premiums due to The MPLC Limited under this policy are paid by the premium due dates stated in Item 6 of the Schedule. Non-receipt by The MPLC Limited of such premiums by midnight of the premium due date shall render this policy void with effect from the inception date stated in Item 4 of the Schedule.

5.7 Policy Jurisdiction and Applicable Law

This policy is governed by and should be construed in accordance with the law of the country specified in Item 12 of the Schedule.

Any dispute between the Underwriters and the **Insured** concerning this policy, its validity, existence or termination or relating to the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be the determined in accordance with the law of the country specified at Item 12 of the Schedule. The parties agree to submit to the exclusive jurisdiction of any court of competent jurisdiction within that country and to comply with all requirements necessary to give such court jurisdiction.

621MILMPLC00018C (Amended)

Sub-Limit of Liability - Internet

Notwithstanding the provisions of Exclusion 4.9 the Underwriters shall not be liable under this policy to pay more than GBP5,000,000.00 in the aggregate in respect of all **Claims** arising under this **Policy Period** in respect of any and all **Claims** arising directly or indirectly from or in any way connected with any advice, diagnosis or treatment given or information of any type published or promoted by the **Insured** over the Internet or via any computer or any electronic system accessible outside the **Insured**'s premises.

Unless otherwise specified in the policy, the above limit shall be inclusive of all **Defence Costs**.

Provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity stated in the policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

621MILMPLC00017A

Gibraltar - Main Office: Regal House, Queensway, PO Box 1446, Gibraltar
UK – Branch Office: 107 Fenchurch Street, London EC3M 5JF, United Kingdom
www.the-mplc.com info@the-mplc.com
Tel: +44 (0)20 3100 5151 Fax: +350 20042239
Tel: +44 (0)20 3100 5152 Fax: +44 (0)845 127 5071

Extension – Loss of Documents

This policy is amended to also indemnify the **Insured** for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** resulting from any **Claims** for loss of any of the following documents

1. Patient medical records.

2. Documents (other than documents which have monetary value) entrusted to the **Insured** in the course of the provision of the **Insured**'s **Medical Services** by any patient, including deeds, wills, plans, letters and certificates.

The Underwriters will also indemnify the **Insured** for the costs incurred by the **Insured** with the Underwriters' prior written approval in restoring or replacing any of the documents referred to in 1 and 2 above or;

3. The **Insured**'s own administrative and accounting records (other than patient medical records) which have been lost.

In this Extension the terms 'loss' and 'lost' shall refer to the irrevocable loss, damage, theft or destruction of documents which after diligent search by the **Insured** cannot be found. Documents having monetary value shall be understood to mean tickets, bills, bank-notes, negotiable instruments, bearer bonds, travellers' cheques and the like.

The Underwriters shall not be liable for any **Claim** or **Defence Costs** arising from:

1. **Libel or Slander**.
2. Any infringement of the *Data Protection Act 1998*, other legislation derivative of EU Directive 95/46/EC of 24th October 1995 or similar legislation in any country.
3. Breach of professional confidentiality.

Sub-Limit of Indemnity:

The Underwriters shall not be liable under this policy to pay more than GBP 250,000.00 in the aggregate in respect of all **Claims** arising and notified under this **Policy Period** in respect of any and all **Claims** or costs arising directly or indirectly from or in any way connected with loss of documents referred to in 1, 2 or 3 above.

Gibraltar - Main Office: Regal House, Queensway, PO Box 1446, Gibraltar
UK – Branch Office: 107 Fenchurch Street, London EC3M 5JF, United Kingdom
www.the-mplc.com info@the-mplc.com
Tel: +44 (0)20 3100 5151 Fax: +350 20042239
Tel: +44 (0)20 3100 5152 Fax: +44 (0)845 127 5071

Unless otherwise specified in the policy, the above limit shall be inclusive of all **Defence Costs**, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity already stated in the policy.

The Limit of Indemnity of the Underwriters shall be in excess of the amount stated in Item 5 of the Schedule as the **Excess** in respect of each and every **Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

621MILMPLC00019A

Gibraltar - Main Office: Regal House, Queensway, PO Box 1446, Gibraltar
UK – Branch Office: 107 Fenchurch Street, London EC3M 5JF, United Kingdom
www.the-mplc.com info@the-mplc.com
Tel: +44 (0)20 3100 5151 Fax: +350 20042239
Tel: +44 (0)20 3100 5152 Fax: +44 (0)845 127 5071

Extension – Breach of Professional Confidentiality

This policy is amended to also indemnify the **Insured** for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** resulting from any **Claims** for **Breach of Professional Confidentiality**.

For the purposes of this extension **Breach of Professional Confidentiality** shall mean

> *"information known to the **Insured** by virtue of their relationship with a patient in accordance with the provision of the **Insured's Medical Services** which should not be disclosed to third parties without the patients prior consent".*

In the event of a **Claim**, the **Insured** shall, if requested to do so by Underwriters, issue an apology and expression of regret, the form and content of which are to be approved by Underwriters. Underwriters shall not be liable to further defend or indemnify the **Insured** if the **Insured** refuses to issue such an apology and expression of regret or fails to issue it within the time frame specified by the Underwriters.

The Underwriters shall not be liable for any **Claim** or **Defence Costs** arising from

1. Libel or Slander.
2. Any infringement of the *Data Protection Act 1998*, other legislation derivative of EU Directive 95/46/EC of 24th October 1995 or similar legislation in any country.
3. Loss of documents entrusted to the **Insured** in a professional capacity.

Sub-Limit of Indemnity:

The Underwriters shall not be liable under this policy to pay more than GBP250,000.00 in the aggregate in respect of all **Claims** arising and notified under this **Policy Period** in respect of any and all **Claims** arising directly or indirectly from or in any way connected with breach of confidentiality.

Unless otherwise specified in the policy, the above limit shall be inclusive of all **Defence Costs**, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity already stated in the policy.

The Limit of Indemnity of the Underwriters shall be in excess of the amount stated in Item 5 of the Schedule as the **Excess** in respect of each and every **Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

621MILMPLC00020A

Extension – Libel and Slander

This policy is amended to also indemnify the **Insured** for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** resulting from any **Claims** for **Libel or Slander** committed without animosity.

For the purposes of this Extension **Libel or Slander** shall be defined as follows:

> *"A false statement made by words, pictures, visual images, gestures or other methods of signifying meaning which lower a person in the estimation of right thinking members of society generally or cause him to be shunned or avoided or to expose him to hatred, contempt or ridicule, or to disparage him in his office, profession, calling, trade or business".*

In the event of a **Claim**, the **Insured** shall, if requested to do so by Underwriters, issue an apology and expression of regret, the form and content of which are to be approved by Underwriters. Underwriters shall not be liable to further defend or indemnify the **Insured** if the **Insured** refuses to issue such an apology and expression of regret or fails to issue it within the time frame specified by the Underwriters.

The Underwriters shall not be liable for any **Claim** or **Defence Costs** arising from:

1. Any communication or contribution to the press or media, unless previously vetted and approved by a solicitor or lawyer.
2. **Libel or Slander** committed or alleged to have been committed against professional adversaries or business competitors. This exclusion shall not apply to those members acting as an **Expert Witness**.
3. Any infringement of the Data Protection Act 1998, other legislation derivative of EU Directive 95/46/EC of 24th October 1995 or similar legislation in any country.

Sub-Limit of Indemnity:

The Underwriters shall not be liable under this Extension to pay more than GBP250,000.00 in the aggregate in respect of all **Claims** arising and notified under this **Policy Period** in respect of any and all **Claims** arising directly or indirectly from or in any way connected with **Libel or Slander**.

Unless otherwise specified in the policy, the above limit shall be inclusive of all **Defence Costs**, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity already stated in the policy.

The Limit of Indemnity of the Underwriters shall be in excess of the amount stated in Item 5 of the Schedule as the **Excess** in respect of each and every **Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

621MILMPLC00022A (Amended)

Extension – Pure Economic Loss

This policy is amended to also indemnify the **Insured** for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** resulting from any **Claims** for pure economic loss not associated with any death, bodily injury, mental injury, illness or disease of or to any person or loss of or damage to tangible property of any person caused by a negligent act, error or omission resulting from or associated with the provision of **Medical Services** by the **Insured**.

This Extension is subject to all the terms, Conditions and Exclusions of the policy insofar as they can apply, subject to any modification by any extension and Underwriters shall not be liable for any **Claim** or **Defence Costs**:

1. Directly or indirectly caused by or arising out of or in any way connected with loss of documents, defamation or breach of confidentiality.
2. Directly or indirectly caused by or arising out of or in any way connected with infringement of copyright, design or trademark or passing off.
3. Directly or indirectly caused by or arising out of or in any way connected with infringement of any breach of the Data Protection Act 1998, other legislation derivative of EU Directive 95/46/EC of 24th October 1995 or similar legislation in any country.
4. Directly or indirectly caused by or arising out of or in any way connected with financial default or insolvency, fraud or dishonesty or the misuse or misappropriation of funds of or by the **Insured**.
5. Directly or indirectly caused by or arising out of or in any way connected with breach of any anti-trust or monopoly legislation.
6. Directly or indirectly caused by or arising out of or in any way connected with liability assumed under any contract entered into by or on behalf of the **Insured** unless such liability would have attached in the absence of such contract.
7. Directly or indirectly caused by or arising out of or in any way connected with breach of contract by the **Insured** unless the **Insured** can prove that the breach was the direct result of circumstances outside the **Insured**'s control.
8. Made by any parent, subsidiary or associated or affiliated company of the **Insured** unless the **Claim** emanates from an independent third party.
9. Made by any **Insured** or by **Independent Professional Practitioners**.
10. Made by any person or entity who has a **Claim** against the **Insured** by virtue of any right or interest to or in the **Insured**.

Sub-Limit of Indemnity:

The Underwriters shall not be liable under this extension to pay more than GBP 5,000,000.00 in the aggregate in respect of all **Claims** arising and notified under this **Policy Period** in respect of any and all **Claims** arising directly or indirectly from or in any way connected with pure economic loss.

Unless otherwise specified in the policy, the above limit shall be inclusive of all **Defence Costs**, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity already stated in the policy.

The Limit of Indemnity of the Underwriters shall be in excess of the amount stated in Item 5 of the Schedule as the **Excess** in respect of each and every **Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

621MILMPLC00023A

Special Extension – Products Liability

Insuring clause

Notwithstanding the provisions of Exclusion 4.6., Underwriters agree, subject to the terms, conditions and exclusions contained herein to indemnify the **Insured** in excess of the sum specified in the Schedule as the **Excess** for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** in accordance with the laws of the country specified in Item 11 of the Schedule resulting from any **Claims** made against the **Insured** and notified to Underwriters during the **Policy Period** arising in respect of the **Insured**'s liability for death, bodily injury, mental injury, illness or disease of or to any patient of the **Insured** caused by any actual or alleged negligent act, negligent error or negligent omission committed by the **Insured** which arises from the **Supply** of **Products** to such patient of the **Insured**.

Definition

For the purposes of this extension, "**Products**" shall mean:

"any solid, liquid, or gaseous substance or device or component part thereof, manufactured, constructed, altered, repackaged, repaired, serviced, treated, administered, sold, supplied or distributed by or on behalf of the **Insured**, and no longer in the possession of or under the control of the **Insured**."

For the purposes of this extension, "**Supply**" shall mean:

"**Supply** in the provision of **Medical Services** or the performance of **Good Samaritan Acts** and includes **Supply** (including re-supply) by way of sale, exchange, lease, hire, hire purchase or distribution but does not include the manufacture, construction, administration, alteration, repackaging, repair, servicing, or use, of any other **Products** associated with or in the course of the **Supply** of those **Products**, which are not also supplied."

For the purposes of this extension, "**technical or administrative staff**" shall mean;

"any person included within the definition of the **Insured**, per clause 3.7., who does not have any direct patient contact or provide direct patient care."

The Underwriters shall also not be liable for any **Claim** or **Defence Costs**

1. directly or indirectly caused by or arising out of or in any way connected with damage to any **Product** or part thereof; but this exclusion shall not apply to consequent injury or damage,

2. directly or indirectly caused by or arising out of or in any way connected with the costs incurred in the repair, reconditioning, modification or replacement of any **Product** or part thereof including any economic loss consequent upon the necessity for repairing, reconditioning, modifying or replacing such **Product**,

3. directly or indirectly caused by or arising out of or in any way connected with the recall of any **Product** or part thereof,

4. directly or indirectly caused by or arising out of or in any way connected with any **Product** or part thereof which the **Insured** knows or ought to know is intended to be incorporated into the structure, machinery or controls of any aircraft or spacecraft,

5. directly or indirectly caused by or arising out of or in any way connected with any **Product** which is sold, distributed or provided outside of the territory listed in item 5 of the Schedule.

6. directly or indirectly caused by or arising out of or in any way connected with the failure of the **Insured**'s **technical or administrative staff** to take all reasonable precautions to prevent injury and damage.

Sub-Limit of Indemnity

The Underwriters shall not be liable under this policy to pay more than GBP 5,000,000.00 in the aggregate in respect of all **Claims** arising under this **Policy Period** in respect of any and all **Claims** arising and notified under this **Policy Period** in respect of any and all **Claims** arising directly or indirectly from or in any way connected with this Extension.

Unless otherwise specified in the policy, the above limit shall be inclusive of all **Defence Costs**, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity stated in the policy.

The Limit of Indemnity of the Underwriters shall be in excess of the amount stated in Item 5 of the Schedule as the **Excess** in respect of each and every **Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

621MILMPLC00042A

Special Extension - Financial Loss Coverage

Financial Loss Coverage

Underwriters agree to indemnify the **Insured** as a result of any **Claim** for accidental Financial Loss made against the **Insured** and notified to **Underwriters** during the **Policy Period** and arising out of the **Insured**'s business specified in the **Proposal** provided that:

a) Any **Claim** for accidental Financial Loss takes place on or after the Retroactive Date specified in Item 8 of the Schedule.

b) The **Claim** is first made against the **Insured** and notified to **Underwriters** during the **Policy Period.**

Underwriters will not be liable in respect of:

1. Financial Loss arising from:

   a) Delay non-performance or non-completion by or on behalf of the **Insured** in carrying out a contract

   b) Strikes labour disturbances insolvency financial default any act of fraud or dishonesty deceit conspiracy malicious falsehood or breach of contract or breach of anti-trust laws.

   c) Libel slander or the passing of infringement of patents copyrights trade-marks or trade names

   d) Breach of trust of warranty or authority or breach of duty owed to shareholders investors or partners by any director or officer of the **Insured**

   e) The sale or supply of any investment or financial **Product** or service or the provision of or failure to provide any instruction advice information or professional service whether or not rendered for a fee

   f) Circumstances known to the **Insured** prior to the commencement date of this extension

   g) Any agreement to store process or supply computer data (including the supply of information derived from such computer data) for a fee or by reciprocal arrangement

2. Financial Loss:

   a) Incurred by any Individual Member of the **Insured**

   b) In respect of property belonging to the **Insured** or in the custody or control of the **Insured** or any employee or agent of the **Insured**

3. Liability for Financial Loss assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement

4. Liability arising from any interaction between a computer or computer system

Gibraltar - Main Office: Regal House, Queensway, PO Box 1446, Gibraltar
UK – Branch Office: 107 Fenchurch Street, London EC3M 5JF, United Kingdom
www.the-mplc.com info@the-mplc.com
Tel: +44 (0)20 3100 5151 Fax: +350 20042239
Tel: +44 (0)20 3100 5152 Fax: +44 (0)845 127 5071

a) Belonging to the **Insured** or

b) For which the **Insured** is responsible or

c) Which is being operated on behalf of the **Insured**

And a computer or computer system of a third party

5. Any costs or expenses claimed or incurred for the repair removal replacement recall or disposal of any **Products** out of which the **Claim** arises

6. GBP 5,000.00 each and every claim (including defence costs).

Underwriters' total liability during the **Policy Period** in respect of accidental Financial Loss shall not exceed GBP 1,000,000 and **Underwriters** shall not be liable to pay any sums after this Limit has been exhausted.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

621MILMPLC00118

Special Exclusion – Professional Footballers

Underwriters shall not be liable for any **Claim** which is notified on or after 1 July 2015, or for any related **Defence Costs**, directly or indirectly caused by or arising out of or in any way connected with **Medical Services** to a **Professional Footballer** and provided by (a) any **Insured** who is contracted to or otherwise working for a **Defined Club** (as full-time or part-time employee, independent contractor or consultant or in any other capacity) or (b) any **Insured** who otherwise promotes their **Medical Services** to a **Defined Club** or a **Professional Footballer.**

This Exclusion shall also apply to any **Insured** engaged by any other football club or team which is not a **Defined Club** relating to **Medical Services** provided to any **Professional Footballer** on loan from a **Defined Club.** This Exclusion shall not apply to **Medical Services** provided by any **Insured** prior to 1 July 2015 if on this date the **Insured** is no longer contracted to or otherwise employed by or promotes their **Medical Services** to a **Defined Club** or a **Professional Footballer.**

This Exclusion shall not apply to Disability football teams or **Good Samaritan Act**s.

Definitions

Professional Footballer:

(A) Any male football player who is not less than 16 years old and whose part-time or full-time earnings, whether direct or indirect, are derived from playing football for or in connection with any football team or club and

(B) Who plays football for or in connection with any **Defined Club**. This definition includes:

1. First team players or reserve players and any junior team players, trialists and academy players
2. Players on loan to a **Defined Club**
3. Players on loan from a **Defined Club** to any football team or club (whether a **Defined Club** or not)
4. Any other football player employed by or apprenticed or otherwise contracted to or engaged by or playing under the patronage of or otherwise in association with a **Defined Club** including for the avoidance of doubt branded soccer schools or

(C) Any **Professional Footballer** when selected (and only in and to the extent of their capacity as) a squad member or player for any national or international football team of any country including but not limited to participation in competitive or friendly matches at senior or junior level (age related or otherwise), training regimes or any other official activity relating to their national or international duties.

Defined Club:

Any national or international professional Association football team or any football club playing in any of the top two professional football divisions of England (currently known as the English Premiership and Championship Divisions, Scotland (currently known as the Scottish Premiership and Championship Divisions), Republic of Ireland or any other country (other than clubs playing in the football leagues of Wales, Northern Ireland, the Channel Islands, or the Isle of Man).

Top Tiers Division:- for these purposes a football club which is promoted to one of such **Top Tiers Division**s shall be deemed to be a **Defined Club** with effect from 00:01 am on the date of the first official league game of the relevant **Top Tiers Division** following the club's promotion and a **Defined Club** that is relegated out of a **Top Tiers Division**, shall cease to be a **Defined Club** at 00:01 am on the day of the first league game in the division to which the club has been relegated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

621MILMPLC00119

ENDORSEMENTS

1. It is hereby understood and agreed that:

1.1. ITEM 2 of the Schedule is amended to read as follows:

Name of the **Insured**

a) The Chartered Society of Physiotherapy (CSP)

b) The Chartered Society of Physiotherapy on behalf of its individual Members

c) Each of the Professional Network Groups (as detailed more fully in Schedule 'A') of The Chartered Society of Physiotherapy

d) The individual Limited Companies or Partnerships (as detailed more fully in Schedule 'C')

1.2. ITEM 5 of the Schedule is amended to read as follows:

Limit of Liability

a) GBP 5,000,000.00 Any One **Claim** (including costs and expenses)
GBP 10,000,000.00 In the Annual Aggregate (including costs and expenses) in respect of the Chartered Society of Physiotherapy (CSP)

b) GBP 5,000,000.00 Any One **Claim** (including costs and expenses)
GBP 10,000,000.00 In the Annual Aggregate (including costs and expenses) in respect of each Member of the Chartered Society of Physiotherapy

c) GBP 5,000,000.00 Any One **Claim** (including costs and expenses)
GBP 10,000,000.00 In the Annual Aggregate (including costs and expenses) in respect of each of the Professional Network Groups (PNG as detailed more fully in Schedule 'A') of The Chartered Society of Physiotherapy

d) As detailed fully in Schedule 'C' for approved Limited Companies or approved Limited Liability Partnerships

Excess
None
but
GBP 5,000.00 Each and Every **Claim** (including **Defence Costs**) for **Claim**s made under 621MILMPLC00118 Special Extension - Financial Loss Coverage

Gibraltar - Main Office: Regal House, Queensway, PO Box 1446, Gibraltar
UK – Branch Office: 107 Fenchurch Street, London EC3M 5JF, United Kingdom
www.the-mplc.com info@the-mplc.com
Tel: +44 (0)20 3100 5151 Fax: +350 20042239
Tel: +44 (0)20 3100 5152 Fax: +44 (0)845 127 5071

1.3. ITEM 7 of the Schedule is amended to read as follows

Great Britain, Northern Ireland, Channel Islands, Isle of Man, the Republic of Ireland, the Falkland Islands and elsewhere in the World for periods not exceeding 180 days in any 12 month period. Cover outside of Great Britain, Northern Ireland, Channel Islands and the Isle of Man shall only be provided hereunder if the Member:-

- Where required holds current HCPC registration on the date of treatment

- Is ordinarily or temporarily resident in Great Britain, Northern Ireland, Channel Islands, Isle of Man. For members who are temporarily resident in Great Britain, Northern Ireland, Channel Islands, Isle of Man, no cover shall be provided hereunder for any **Medical Services** which are provided within their own country of domicile, except student members undertaking a formal HCPC under graduate physiotherapy programme in the United Kingdom, and undertaking a formal elective placement in their home country.

- Does not provide **Medical Services** in Australia, other than when visiting with individual British based clients, British based teams, British based athletes or British based entities which retain CSP members for the provision of **Medical Services**, for their own needs. It is understood and agreed that for the avoidance of doubt such British based organisations may include other nationals.

- Does not provide any **Medical Services** to any USA or Canadian nationals in the USA or Canada.

It is understood and agreed that there is no cover for any **Claim**s brought within the USA or Canada regardless of the nationality of the patient and regardless of where in the world they were treated.

It is further understood and agreed that the 180 day restriction shall not apply to any Members deployed overseas for and on behalf of the UK Ministry of Defence.

1.4. ITEM 8 of the Schedule is amended to read as follows:

Retroactive Date(s)

a) 01 September 2009 in respect of the Chartered Society of Physiotherapy
b) 01 October 2010 in respect of PhysioFirst or date of the individuals' Membership whichever is later
c) 15 September 2011 in respect of the AACP or date of the individuals' Membership whichever is later
d) The date of joining the Chartered Society of Physiotherapy for individual Members of the CSP
e) None in respect of the Professional Network Groups (as detailed more fully in Schedule 'A') of The Chartered Society of Physiotherapy
f) Or as listed in Schedule 'B' in respect of the individual Members of The Chartered Society of Physiotherapy who require a higher limit of indemnity

g) The date trading commenced for non-limited liability partnerships registered in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man subject to all partners holding CSP membership at that time

h) The date trading commenced for private limited companies based in Great Britain, Northern Ireland, Channel Islands and the Isle of Man which are owned 100% by an individual CSP member solely where the CSP member is the only practitioner subject to the owner holding CSP membership at that time

i) The individual dates as detailed fully in Schedule 'C' for approved Limited Companies or Partnerships

1.5. Increased Limit of Liability - Individual Members of PhysioFirst and/or the AACP

Individual Members of PhysioFirst and/or the AACP are afforded an increased Limit of Liability of GBP10,000,000 any one **Claim** and GBP10,000,000 in the aggregate in respect of **Medical Services** provided during their period of membership with either organisation. Retroactive cover for the increased Limit of Liability shall be limited to the Retroactive dates for PhysioFirst and the AACP or date of the individuals' Membership whichever is later, which are stated on Item 8 of the Schedule.

Notwithstanding the fact a Member may also be a Member of 'PhysioFirst' and/or the AACP, the maximum aggregate Limit of Liability which is available for any such Members shall be GBP10,000,000 in the aggregate.

Warranted the overall Annual Aggregate for the increased Limit of Liability in respect of the Members of AACP is limited to a maximum blanket Limit of Liability of GBP10,000,000.00 In the Annual Aggregate (including costs and expenses)

1.6. Increased Limit of Liability - Individual Members of CSP

Subject to the prior written approval of Underwriters, an individual Member of the CSP may elect to pay an additional premium (which is specified in Schedule B), to increase their 'any one **Claim**' Limit of Liability to GBP10,000,000 any one **Claim** and GBP10,000,000 in the aggregate. Retroactive cover for the increased 'any one **Claim**' Limit of Liability shall be limited to the Retroactive date specified in Schedule 'B'.

For the avoidance of doubt the individual member of the CSP must be listed on Schedule 'B' on the date **Medical Services** are provided. In the event that a **Claim** is made after the individual member has ceased to purchase the increased Limit of Liability, cover hereunder shall be limited to GBP 5,000,000 any one **claim** and GBP 10,000,000 in the aggregate, unless Run-off cover has been purchased

1.7. Cover afforded under 621MILMPLC00118 Special Extension - Financial Loss Coverage is solely in respect of The Chartered Society of Physiotherapy (CSP) and does not extend to other **Insured**'s

1.8. Sanction Limitation and Exclusion

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

1.9. Students

Cover shall only be provided hereunder for Student Members whilst providing **Medical Services** supervised by a registered Physiotherapist, registered Social Worker, or other **Healthcare Professional**

1.10. Demonstration & Tuition

The term "patient" shall be deemed to include any person who is acting as a patient for demonstration and /or tuition purposes.

1.11. Employees & Vicarious Liability

Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with any **Insured** who employs or engages a practicing Physiotherapist who is not a Member of the CSP.

Cover shall be provided hereunder for the vicarious liability of an **Insured** which arises from the negligent acts of an employee, self-employed person, sub-contractor, student, volunteer or associate employed, engaged or for whom they are otherwise legally responsible.
However, cover under this extension shall be only provided if:
a) any **Claim** falls within the scope of physiotherapy practice, and
b)all qualified physiotherapists retain full CSP membership in their own name.

Gibraltar - Main Office: Regal House, Queensway, PO Box 1446, Gibraltar
UK – Branch Office: 107 Fenchurch Street, London EC3M 5JF, United Kingdom
www.the-mplc.com Tel: +44 (0)20 3100 5151 Tel: +44 (0)20 3100 5152
info@the-mplc.com Fax: +350 20042239 Fax: +44 (0)845 127 5071

1.12. Medical Practitioners

Cover shall be provided hereunder to Members who are also a Medical Practitioner but solely in respect of a **Claim** which arises from their practice as a Physiotherapist.

For the avoidance of doubt, Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with the provision of any **Medical services** which go beyond the scope of Physiotherapy Practice as determined by the Chartered Society of Physiotherapy.

1.13. Run Off Cover

During the **Policy Period**, run-off is provided hereunder for:-

1.1. **Claim**s which may arise from **Medical Services** provided by any non practising, retired or former **Insured** in respect of **Medical Services** provided during their period of CSP membership.

1.2. Overseas or former Overseas Members who were resident overseas (except in Australia, USA or Canada) and who held full practising membership and were on the CSP Overseas Register up to 31 December 1998, and

1.3. former Irish Members who held full practising CSP membership up to 31 December 2004, and

1.4. the heirs, executors, legal or personal representatives of any deceased Member.

1.14. Clinical Trials & Research Projects

Cover shall be provided hereunder in respect of any **Claim** arising from a clinical trial or research project which has been approved by, or conducted in accordance with any conditions or approvals made by, a properly constituted Ethics Committee

1.15. Overseas Members

Cover shall be provided hereunder until 31 December 2012 for 32 individual Members of the CSP who are listed in Schedule 'D' who are resident overseas (except in Australia, USA and Canada) and retain full practicing CSP membership.

1.16. Data Protection Act 1998 - **Defence Costs** Extension

This policy is amended to also indemnify the **Insured** for **Defence Costs** which are incurred with the underwriters prior consent and agreement which relate to any allegations of any infringements of the Data Protection Act 1998, other legislation derivative of EU Directive

95/46/EC of 24th October 1995, or similar legislation in any country.

The maximum amount of **Defence Costs** which are available under this policy shall be limited to GBP 100,000.00 Any One **Claim** and in the Annual Aggregate per member.

For the avoidance of doubt underwriters shall not be liable for any other amounts, awards, fines, or damages which relate to the infringement of the Data Protection Act 1998, or other legislation derivative of EU Directive 95/46/EC of 24th October 1995, or similar legislation in any country.

1.17. It is understood and agreed that the term 'patient' shall be extended to include any client but purely in respect of the provision of **Medical Services**.

1.18. Medical and Professional Liability Cover - Extension to **Insured Principal**s

Notwithstanding Exclusion 4.18 **Principal**'s Liability this policy is extended to provide cover to:

a) **Principal**s engaging the **Insured** for the provision of **Medical Services** other than when engaged as an employee of the **Principal**

b) **Principal**s engaging the **Insured** as an employee (or any locum who is a CSP Member covering the **Insured**'s temporary absence), but only where the **Insured** is the only practitioner and sole owner of the **Principal**

It is understood and agreed this extension does not provide cover for any **Claim**s caused by the negligence of anyone other than the **Insured** or results from activities other than **Medical Services** provided by the **Insured**.

For the avoidance of doubt the **Insured** for the purpose of this extension shall be restricted to Definitions 3.7.2, 3.7.3, 3.7.4 & 3.7.5 of the Policy wording

1.19. Return to Practice Members

Cover shall only be provided hereunder for Members Undertaking a Return to Practice Programme or the provision of **Medical Services** whilst supervised by a registered physiotherapist or other **Healthcare Professional**.

1.20. Acupuncture for Fertility Treatments

It is understood and agreed that Underwriters shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with the provision of acupuncture for fertility treatments where the acupuncture treatment is provided after 01 July 2016.