

**CSP Members
PLI Insurance**



Professional & Public Liability Insurance Scheme for Members of the Chartered Society of Physiotherapy

1st July 2018 – 30th June 2019

Summary of Cover



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Section 1: Introduction

Introduction

The Chartered Society of Physiotherapy provide eligible members with Medical Professional Liability and Public Liability insurance as a benefit of current membership. The policies forming the member's **PLI Scheme** are summarized in this document and comprise:

- **Medical Professional Liability insurance**
- **Public/Product Liability insurance**

The policies are renewed annually on 1st July and members that require Evidence of Insurance should contact enquiries@csp.org.uk

This document is for general guidance only and members must ensure that the cover provided meets their regulatory obligations and professional needs as a physiotherapist.

Who benefits from this insurance?

The policies are designed as a benefit of CSP membership, so in general would apply to individual subscribing members in the appropriate membership categories. Those will include:

- Individual HCPC registered Physiotherapists ordinarily resident in the United Kingdom, Northern Ireland, Isle of Man or the Channel Islands
- Return to practice members
- Physiotherapy Support Workers
- Physiotherapy Students
- Irish members of the CSP but only whilst undertaking a recognised course in the United Kingdom within the scope of physiotherapy practice
- Retired non-HPCP registered Physiotherapists undertaking "non-practicing" activities
- The heirs, executors, legal or personal representatives of any deceased member entitled to indemnity under the policy

Some elements of the cover also include protection to the following:

- Professional Network Groups
- Sole trader private limited companies where:
 - They are owned 100% by a CSP member and based in the UK
 - Provide physiotherapy services only
 - The member is the only healthcare professional employed or otherwise engaged (apart from locums covering the member's temporary absence during annual or sick leave)

The PLI scheme is not designed to cover other organisations including claims brought against the employer of any member or Public Liability insurance for any corporate entity (including any private limited company).

Scope of Activities insured

The PLI scheme only covers activities that are within the scope of physiotherapy practice (excluding animal or veterinary physiotherapy – other than for Public Liability insurance). Members must read the most up to date version of any CSP publication on “Scope of Practice” to understand how the Society determines scope which includes clinical, managerial, educational, leadership, expert witness and research activities.

The policy covers all healthcare settings including but not limited to the NHS, non-NHS, private healthcare, private practice, schools and the military. Treatments undertaken in patient’s homes and members working from their own home are also included

Territorial Limits

Cover applies to treatments and advice given in the United Kingdom, Northern Ireland (including the Republic of Ireland provided members are not resident in this territory), Channel Islands, Falkland Islands and the Isle of Man.

International Cover

The policy permits members to work outside of the above territories for up to a maximum of 180 days (in any 12 month period) subject to the following conditions and restrictions:-

- HCPC registration where required together with CSP membership
- Compliance with any local regulatory or statutory obligations to practice legally in any overseas territory (members working for the UK Ministry of Defence, or dependents of any MoD personnel deployed overseas, are not required to meet this proviso for the treatment of UK nationals on MoD sovereign bases, nor does this requirement apply to members accompanying British teams, clients or other British based organisations where they have been retained to provide physiotherapy services for their own needs.
- Members that are only temporarily resident in the UK will not be insured to undertake any work in their own country of residence (except overseas and Irish students in respect of electives undertaken in their home country as part of a formal UK undergraduate physiotherapy degree, and subject to the policy supervision requirements). All members should be aware of the limitations applying in Australia, the USA and Canada (see below for details).
- Irish CSP members are included within the PLI policy only for activities within the United Kingdom as part of a recognised physiotherapy course.
- Australia – no cover is provided for any work undertaken in Australia except whilst visiting with individual British based clients, British based teams, British based athletes or other British based entities which retain the member for the provision of physiotherapy services for their own needs only. For the avoidance of doubt such British based organisations may also include other nationals.

- There is no cover under the policy for any claim brought within Australia (or any Court within Australian jurisdiction) regardless of the claimant's nationality and regardless of where in the World they were treated.
- USA & Canada – No cover applies in these territories for the treatment of any US or Canadian national.
- Claims in USA and Canada – there is no cover for any claim brought within the USA or Canada (or any Courts within their jurisdiction) regardless of the nationality of the claimant and regardless of where in the World they were treated.
- It is the member's responsibility and a policy condition that they comply with any local regulatory or statutory obligations which may exist in overseas territories.
- Members emigrating to a foreign country should take out appropriate insurance locally before beginning to practice as the CSP cover only applies to members ordinarily resident in the United Kingdom (the 180 day extension does not apply to members taking up permanent residence elsewhere).
- Members intending to work for longer than 180 days in any 12 month period outside of the United Kingdom will need to arrange separate insurance. Members deployed by the UK Ministry of Defence (or dependents accompanying deployed MoD personnel) are not subject to the 180 day international limitation.
- Members intending to work overseas or provide services via the internet, or undertake lecturing or study tours, must check the registration requirements of the country they intend to visit, or in which the services are to be provided, to establish whether registration with any local regulatory is a requirement.

Failure to meet any obligations to practice legally will invalidate the member's PLI cover.

CSP Membership & HCPC Registration

It is a condition of the PLI policy that members retain current CSP membership in an appropriate category and HCPC registration. If members are removed from the HCPC register as a result of either Health or Fitness to Practice proceedings, they cannot practice as a physiotherapist and the PLI cover is not valid from the date of member's suspension or removal from the HCPC register. If members are restored to the register, then provided they also retain appropriate CSP membership, PLI cover will resume from the date of reinstatement (whichever date is later)

Key changes to cover PLI cover from 1st July 2018

The following amendments apply to the policy cover from 1st July 2018

New Employer Exclusion –

This policy excludes claims brought against the employer of any member except where the employer is an entity solely owned by the member and the claim relates to the member's own negligence, subject to (a) CSP membership at the date of incident and (b) subject otherwise to the terms and conditions of the policy

New MoD Deployment Wording –

It is understood and agreed that the 180 day restriction shall not apply to any member deployed overseas for and on behalf of the UK Ministry of Defence, nor to any member who is a dependent of any personnel deployed by the MoD for the provision of physiotherapy services to UK nationals on MoD sovereign bases.

New Student Supervision Clause –

Cover shall only be provided hereunder for Student members whilst they are undertaking physiotherapy services that are supervised by a qualified physiotherapist or other healthcare professional of equivalent status provided that:

- (a) The supervisor is registered with their own regulatory body where applicable, and*
- (b) They maintain appropriate insurance, either individually or through their employer for students under their supervision*

GDPR (General Data Protection Regulation) (Amendments)

The member's Public Liability policy is amended to include defence costs and compensation for damages for claims brought against members during the period of insurance, relating to Article 82 of the GDPR provided members have taken all reasonable care to comply with the requirements of GDPR. The cover does not include indemnity for fines or penalties and the first 10% of any claim is excluded (subject to a maximum contribution of £500). Claims under the Public Liability policy will be limited to a maximum of £500,000 for all members during any one period of insurance. Full details of the cover can be seen under Endorsement GE136-GDPR Amendments of the member's Public Liability policy UCPMH 3359959 available online at www.graybrook.co.uk/csp-members.

Section 2: Medical Professional Liability Insurance

What is Covered

Medical Malpractice and Professional Negligence insurance for claims arising within the scope of physiotherapy practice.

Insurer

The policy is underwritten by Certain Syndicates at Lloyds on behalf of MPLC Limited —details of which are contained in the policy documents.

Insurance Period

The current policy runs from the 1st July, 2018 to 30th June, 2019.

Policy Reference Number

UMR 018/00000071/00 attaching to Delegated underwriting Contract Number B0621PFDO06518.

Basis of Cover

The policy covers claims for which CSP Members become legally liable to pay as compensation in respect of death, bodily injury, mental injury, illness or disease of any patient of the Member caused by any actual or alleged negligent act, error or omission committed by the Member within the scope of physiotherapy practice or during the performance of a Good Samaritan Act.

Members are insured for all work undertaken within the scope of practice from the date of joining the Chartered Society of Physiotherapy (CSP) and during their period of membership. However, as the policy is arranged on a "Claims Made" basis, claims will only be insured if reported during the currency of the policy.

There is no **excess** payable by Members in respect of any claim under the this policy.

Limits Insured

In respect of Medical Malpractice **each member** is insured up to **£7,500,000** for any one claim with an overall limit of **£10,000,000** for all claims in any period of insurance (both limits inclusive of costs and expenses). These are the maximum amounts payable under the CSP policy. Members have individual options available to insure for higher amounts (www.graybrook.co.uk/top-up) to increase their personal level of protection if required. Members should be aware it is their own responsibility to meet any shortfall in the limits insured, or arrange extra insurance to meet their own particular needs and circumstances.

The following **aggregate** sub-limits also apply to **each Member** during any one period of insurance:-

Breach of Professional Confidentiality

Sub-limit £375,000

Provides cover to Members for claims resulting from Breach of Confidentiality. This includes information known to CSP Members by virtue of their relationship with patients, which should not be disclosed to third parties without the patient's prior consent.

Defence Costs for Infringement of the Data Protection Act and GDPR

Sub-limit £100,000

Internet Activities

Sub-limit £7,500,000

Caters for claims arising from the advice, diagnosis or treatment given or information of any type published or promoted by individual CSP Members over the internet that relates to the scope of physiotherapy practice, or via any computer or any electronic system accessible outside of the Members' own premises.

This extension includes Skype based physiotherapy services on a global basis, but members should be aware of the geographical restrictions which apply to this policy, whether physiotherapy services are delivered via the internet or otherwise (see also CSP paper "Creating Websites" for further guidance).

Loss of Documents

Sub-limit £375,000

Provides cover for Members where they become legally liable to pay damages resulting from loss of patient's medical records and documents (other than documents which have monetary value) entrusted to Members within the scope of practice by any patient including deeds, wills, plans, letters and certificates. The cover will also include the costs of restoring or replacing such documents.

Libel & Slander

Sub-limit £375,000

This extension includes cover for CSP Members where they become legally liable to pay damages for libel or slander claims committed without animosity. Members should be aware that these do not include libel or slander arising from:-

- any communication or contribution to the press or media unless previously vetted and approved by a Solicitor or a Lawyer
- any libel or slander committed or alleged to have been committed against professional adversaries or business competitors (however, this exclusion **does not** apply to CSP Members acting as an **Expert Witness**).

Pure Economic Loss

Sub-limit £7,500,000

This extension provides cover for Members who become legally liable to pay damages resulting from claims for pure economic loss *not associated* with any death, bodily injury, mental injury, illness or disease or damage to property and arising out of the Members negligence within the scope of physiotherapy practice.

Key Exclusions :-

- Infringement of copyright, design or trade mark or passing off insolvency, fraud or dishonesty
- Any liabilities assumed under Contract (unless such liabilities would have attached in the absence of such Contract)

Product Liability

Sub-limit £7,500,000

Provides cover for Members where they become legally liable to pay damages for claims arising from death, bodily injury, mental injury, illness or disease of any patient arising from the supply of products to such patients within the scope of physiotherapy practice.

Key Exclusions:-

- Damage caused to the product itself
- Repair, reconditioning, modification or replacement of any product
- Costs of recall of any product
- Sale or supply of products other than to the Members' own patient
- Any failure to take reasonable precautions to prevent injury or damage

Members are strongly advised to read the policy wording for full details of the Terms and Conditions that apply. The above are only brief summaries of the key features and included for illustrative purposes only.

Run-off Cover

When Members have ceased to practice either through retirement or for other reasons, the current policy will continue to insure their previous work subject to the following provisions:-

- Any claim is made during the Policy Period
- Claims relate to work undertaken within the scope of physiotherapy practice and during the period of CSP Membership
- Members were HCPC Registered at the time
- The CSP continue to maintain run-off cover for Members with MPLC

- The member is not entitled to indemnity elsewhere and otherwise complies with the policy terms and conditions.

Run-off cover is also included for the following:-

- Former Irish Members who held full practicing CSP Membership up to the 31st December, 2004
- Overseas and former overseas Members who were resident overseas and held full practicing CSP Membership up to 31st December, 1998 (but excluding any Members living in Australia, U.S.A. or Canada). Please check with the CSP if this cover affects you.

Key Exclusions

The following list of exclusions in the MPLC policy is not exhaustive and is for illustrative purposes only. Full details of all exclusions are contained in the current policy wording, a copy of which may be downloaded from www.graybrook.co.uk/csp-members.

The cover excludes:

- Acupuncture for fertility treatments after 1st July 2016
- The treatment of certain Professional Footballers (see MPLC policy wording for full details of this exclusion)
- Any claims relating to any activities undertaken prior to the date of becoming a CSP Member
- The Members' vicarious liability for the actions of any physiotherapist who is not a Member of the Chartered Society of Physiotherapy or not HCPC Registered
- Claims which are covered by other insurance policies or indemnity arrangements
- Any claims arising during periods where the Member was practicing illegally or without a license to practice
- Any services provided outside the scope of physiotherapy practice
- The treatment of animals
- Claims against Members made in their capacity as a Director or Officer of any organisation
- Any liability assumed under Contract which goes beyond the duty to use such skill and care as is usual in the conduct of the Members' profession
- Any claim arising from allegations of actual or attempted sexual relation(s), sexual contact or intimacy, harassment or exploitation
- Any claims arising from clinical trials or research projects (unless approved by or conducted in accordance with any conditions or approvals made by properly constituted ethics committees)
- Any claim involving infringement of copyright, patent, registered design, trademark or passing off and/or other intellectual property rights
- Any fines, penalties, punitive, aggravated or exemplary damages

- Any claims arising from the negligence, error or omissions of any firms or corporate entities formed by Members or Member's Principals or their employer (including for the avoidance of doubt any claim brought against their employer). This exclusion, however, does not apply:-
 - to any sole trader practice comprising a CSP Member only
 - to any **non** LLP partnership comprising solely of CSP Members
 - where the organisation has purchased the optional Business Liability extension under the MPLC Medical Professional Liability policy

All businesses must be based and registered in the Great Britain, Northern Ireland, Channel Islands and the Isle of Man

- Any deliberate or wilful misconduct, dishonest, fraudulent or criminal act or any activity whilst the Member is under the influence of intoxicants or narcotics
- For the avoidance of doubt Members who are also Medical Practitioners are covered, but only for claims which arise from their practice as a physiotherapist
- The policy excludes all claims brought within the jurisdiction of any Australian, U.S.A. or Canadian Court
- Retroactive date — no cover is provided under this policy in respect of any claims resulting from any acts, errors or omissions committed whilst not a member of the CSP or prior to the retroactive dates shown in the policy (please refer to the policy documents for details of the dates applicable)
- Prior circumstances — no claim will be accepted under the current policy in respect of any circumstances known to Members which might reasonably be expected to give rise to a claim **prior** to commencement or renewal of the policy. It is the duty of Members to notify insurers immediately they become aware of any circumstances likely to give rise to a claim or any potential claim during the **current period** of the policy.
- Any Member residing permanently overseas.

Insurance for Members' Principals

A Principal is a person or organisation that engages a CSP Member to provide physiotherapy services. The MPLC Medical Malpractice policy provides cover to such principals but only to the extent that:-

- Any claim arises solely from the negligence of the CSP Member and results from an activity within the scope of physiotherapy practice
- The cover does not extend to Principals where the Member is employed as an employee, except where
 - the Principal is an organisation owned 100% by the CSP Member and
 - The Member is the only practitioner and

- Any claim arises only from the Member's own negligence (or the negligence of any Locum CSP Member engaged to cover the temporary absence of the Member) and relates to work within the scope of physiotherapy practice

This policy does not otherwise provide cover for the negligence of Member's Principals or Corporate Entities (except where optional Business Liability Insurance has been purchased)

Contracts of Employment (Indemnity to Employers)

Members are cautioned not to accept contracts of Employment containing an indemnity to their employer. Such an indemnity will be outside the scope of cover provided to members under the PLI scheme.

Demonstration and Tuition

The term 'patient' shall be deemed to include any person who is acting as a patient for demonstration and/or tuition purposes, subject otherwise to the policy terms and conditions.

Vicarious Liability

This is a term commonly used where Members can be indirectly responsible for the actions of others. Examples include delegated work to students and support workers and the negligence of employees, sub-contractors and self-employed persons including locums for whom Members may have a legal responsibility. The MPLC Medical Professional Liability policy includes cover for the vicarious liability of Members, but only if all of the following provisions are satisfied:-

- Claims relate to work within the scope of physiotherapy practice
- All physiotherapists (whether engaged as Employees, Associates, Independent Sub-Contractors, locums or otherwise) are full practising CSP Members and HCPC Registered
- All other Sub-Contractors trading as Partnerships, Corporate Entities and the like maintain Medical and Professional Liability Insurance in their own name.

Failure to comply with the above provisions will invalidate the Members' entitlement to indemnity under this extension. For the avoidance of doubt, no vicarious liability cover is provided to Members engaging other Physiotherapists who are not CSP Members.

Overseas Members

Unless otherwise stated elsewhere in this document, no cover is provided under the PLI Scheme for Members who are working permanently overseas or on long-term Contracts where they are no longer regarded as being ordinarily resident in the United Kingdom.

Concurrent Insurances

The MPLC policy provides cover up to £7,500,000 any one Medical Professional Liability claim and up to £10,000,000 in total in any period of insurance. Members of some Professional Networks may also

receive additional benefits as part of their membership. Members may consider they require extra cover in circumstances when:

- Treating high net worth athletes e.g. basketball players, tennis players, dancers etc.
- Working outside of the territorial limits insured by the PLI scheme, e.g. working in the USA, Canada or Australia
- Treating US citizens or Canadian citizens in the USA or Canada

Simply taking out a **concurrent insurance product** with another insurer may invalidate the member's CSP cover, and may also invalidate any concurrent policy. In order to **avoid mutually exclusive dual insurance clauses**, it is advisable for any additional insurance purchased to apply only to (a) claims over and above the CSP limit insured and/or (b) risks not covered by any CSP insurance scheme.

Members are recommended to seek specialist advice before purchasing any policy that runs concurrently with the cover provided under the CSP Member's scheme, or speak to the CSP's Insurance Broker, Graybrook Insurance Brokers Limited on 01245 321185 or email to enquiry@graybrook.co.uk.

Corporate Liability Cover

The MPLC policy **does not** provide Medical Professional Liability Insurance for corporate entities, except in the following circumstances where:

- CSP Members trade together as a **non** LLP partnership
- A Member practices as a **sole trader**
- The entity is a Principal of any CSP member— but not where the Member is an employee of the entity (see also "Insurance for Member's Principals" for details)
- The entity has purchased Business Liability insurance as an extension to the MPLC's Medical Professional Liability policy

All other corporate entities are advised to seek independent legal and insurance advice from a specialist insurer or the CSP's insurance broker, for their own liabilities and business risks for example to insure risks where:-

- The entity is an organisation comprising owners which are non CSP members
- The organisation engage non CSP members.
- The organisation undertake activities outside the scope of physiotherapy practice
- The entity wish to cover their employers liabilities where employees are engaged including Associates, Students, Physiotherapists, School Children on work experience, or others to whom Members may have a legal duty of care
- The entity is engaged in the wholesale or retail supply of products

- The entity wish to cover their legal liabilities for any injuries or damage to property arising from their activities (it should be noted that the PLI scheme does not include any form of **Public or Product Liability Insurance for corporate entities**)

The above examples of corporate risks not insurable under the CSP scheme are for illustrative purposes only and must not be regarded as a definitive list. Members are advised to consult a specialist insurance broker or the CSP's insurance broker for information on the suitability of any Business Liability insurance afforded by the CSP Scheme and the need for any additional covers according to the circumstances of the business concerned. See also the "guide to CSP and Business Insurance" available as a download from www.graybrook.co.uk/business-liability

Section 3: Key Requirements for PLI Cover to be Effective

Considerations for this Insurance to be valid include:

- Qualified working physiotherapist Members **must** be HCPC Registered
- Student Members **must** be supervised by a registered Physiotherapist, registered Social Worker or other registered healthcare professional with suitable insurance cover
- Physiotherapy support workers **must** be undertaking physiotherapy activities and have their work solely delegated to them by a registered Physiotherapist or other registered health professional
- Retired Physiotherapists who are not on the HCPC Register **must** not undertake any activity that is required by Law to be regulated by the HCPC i.e. they **must** be 'non-practicing'
- Qualified working Physiotherapists not on the HCPC Register do not benefit from the CSP PLI cover. All qualified Physiotherapists who wish to use the title must be on the HCPC Register
- Membership of the CSP in an appropriate Category that provides PLI cover at the time of treatment/advice is required.
- CSP Membership at the *date of claim* is not a requirement. However, earlier work will only be covered provided HCPC registration and CSP Membership is held in the appropriate category during the actual time of treatment or advice, and subject to any claim reported during the currency of this policy.
- Members must be advising and acting within the overall scope of the profession of Physiotherapy. The CSP is the final arbiter of what is considered to be the scope of the profession of Physiotherapy. The CSP describes how it considers scope of practice matters in the CSP Information Paper PD001 'The Scope of Practice of Physiotherapy 2008' (or any superseding document) available from the website www.csp.org.uk.
If members are unsure whether any activity or modality is within the overall scope of the profession, they should contact the CSP on paservice@csp.org.uk. The CSP PLI cover **does not** cover activities considered to be outside the scope of the profession.
- Members must maintain accurate descriptive records of all Physiotherapy services provided and equipment used. Such records must be made available for inspection and may be used by underwriters or their appointed representatives in the investigation or defence of any claim. Members must retain records for all Physiotherapy services provided for at **least six years** from the date of treatment and in the case of a minor for a period of at least six years after that minor attains majority. Obstetric records must be retained and preserved indefinitely.
- Members must comply with requirements of GDPR.

Section 4: Public/Product Liability Insurance

What is Covered

This is a separate policy to the Medical & Professional Liability cover and provides Members with protection for claims arising from accidental bodily injury or damage to property, other than arising from Medical Malpractice or Professional Negligence.

Insurer:

Travelers Insurance Company Limited

Policy No.:

UCPMH 3359959

Insurance Period:

1st July 2018 to 30th June 2019

Basis of Cover:

The policy covers incidents which occur within the scope of physiotherapy practice during the "insurance period" for which CSP members become legally liable to pay compensation for bodily injuries or property damage. Membership of the CSP and HCPC registration must exist on the date of incident.

Limits of Indemnity:

£10,000,000 in respect of any one occurrence (and in the annual aggregate in any one period of insurance for Product Liability claims). These limits apply to the policy overall and not per member.

No increased options of cover are currently available under the Public Liability policy.

Excess:

Members are responsible for the first £250 of any third party property damage claims.

Who is Covered

- Any member of the Chartered Society of Physiotherapy including student Members (provided they are acting under the supervision of a qualified physiotherapist or person of equal professional status)
- Student and Associate CSP Members practicing Sports Massage Therapy
- Non LLP Partnerships comprising CSP Members only
- The personal representatives of any deceased member in respect of claims which would otherwise be dealt with under the terms of this insurance.
- Irish Members of the Society in respect of their activities up to 31st December 2004.
- Qualified CSP Irish members whilst undertaking a recognised physiotherapy course in the UK within the scope of practice.
- Irish CSP students whilst enrolled on a UK Physiotherapy course.

Scope of Activities Insured

The policy covers

- all activities performed by eligible members that are within the CSP scope of physiotherapy practice (including animal and veterinary physiotherapy)
- Students and Associate Members qualified to practice Sports Massage
- Support Workers in respect of any activity delegated to them by a Regulated Healthcare Professional.

Territorial Limits

The policy applies to work undertaken in Great Britain, Northern Ireland, Channel Islands, Isle of Man and the Republic of Ireland

International Cover

The policy also permits Members to work within the scope of practice elsewhere in the world (including Students on overseas placements) for periods not exceeding 180 days in any 12 month period, subject to the following provisions:

- The 180 day international limit does not apply to Members working overseas for the Ministry of Defence or dependents of MoD personnel deployed overseas, or any work undertaken in Gibraltar, Falkland Islands or the Republic of Ireland
- HCPC registration and CSP membership
- Members must be ordinarily (or temporarily) resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

- Australia, USA and Canada—Cover applies in these territories but claims in the USA and Canada are subject to:
 - \$350 excess per claim
 - The limit of indemnity is inclusive of all costs and expenses.

It should be noted that separate terms apply under the Medical Professional Liability policy for work undertaken in Australia, USA and Canada.

Cross Liabilities

The policy provides cover to each Member in the same manner and to the same extent as if the policy had been issued to each.

Abuse

The maximum limit payable under this policy for all claims relating to abuse is £1,000,000 in total in any one period of insurance, inclusive of costs and expenses. This limit is the maximum payable under the policy **not per member**.

Corporate Manslaughter & Corporate Homicide Act 2007—Defence Costs

The policy provides cover to Members for all costs of legal representation with the insurers consent for:

- Defence of criminal proceedings
- Appeal against any convictions

arising from an offence of corporate manslaughter or corporate homicide committed under the above Act whilst the member is working within the scope of practice.

The maximum payable under this extension in any one period of insurance is £1,000,000 which applies to the policy overall, **not per member**.

Cover does not apply where death of an employee is involved.

Indemnity to Principal

At the request of Members the Public Liability policy will apply to any Principal for whom the member is carrying out physiotherapy services under a contract or agreement. The cover will only relate to claims arising from the Member's own negligence and to the extent required by such contract/agreement. This extension is subject otherwise to the policy terms and conditions.

Vicarious Liability

The Public Liability insurance includes the liability of Members for claims arising from the negligence of others engaged by Members in connection with any work undertaken within the scope of physiotherapy practice.

Property/Occupiers Liability/Exhibitions

The work undertaken by individual Members within the scope of physiotherapy practice, from premises within the United Kingdom also includes claims arising from:

- The ownership, repair, maintenance, decoration and/or occupation of the property by Members
- Catering, sports, social, welfare and first aid
- Exhibitions and corporate events organised by Members for activities within the scope of physiotherapy practice

Consumer Protection Act/Health & Safety at Work Act/Food Safety Act - Prosecution Defence Costs

The defence costs of any criminal proceedings issued against Members for breach or alleged breach of the following acts are included:

- Consumer Protection Act 1987
- Health & Safety at Work Act 1974
- Food Safety Act 1990

arising whilst the member is working within the scope of practice.

Cover does not apply to health, safety or welfare of any employee (Members in this respect should have separate Employers' Liability insurance).

Data Protection Act and GDPR

This extension covers claims first brought during the period of insurance only, in respect of defence costs and expenses relating to prosecutions and claims brought under the GDPR (General Data Protection Regulations), but excluding fines or penalties of any kind and the first £500 of each and every claim (or 10% of the costs whichever is the greater). The maximum payable under this extension is £500,000 in any one period of insurance (this cover is the total and does not relate to each member).

It is a condition of this extension that members take all reasonable care to comply with the requirements of GDPR.

Other Insurance

If at the time of claim there is other insurance covering the same liability, the insurers will only be liable to contribute no more than its ratable proportion.

Property in Member's Care

Cover will apply to any claims for which Members are legally liable resulting from:

- Loss or damage to visitors', patients' or employees' personal effects
- Damage to premises temporarily occupied
- Premises leased, rented or hired, but excluding liabilities assumed by Members under a tenancy or other agreement (unless liability would have applied in absence of such agreement), and excluding the first £500 of any claim for loss or damage to such premises

Products Liability

Cover includes the Member's liability for bodily injury or damage to property arising from the sale or supply of physiotherapy products (other than products supplied to their own patients for the purposes of treatment—see MPLC Medical Liability cover for Products supplied to patients as part of the treatment process).

Key Exclusions

The policy contains a number of exclusions and the list below is not complete nor is it exhaustive, but is provided for illustrative purposes only. Full details of all the exclusions are contained in the Public Liability policy issued by Travelers Insurance Company Limited.

The policy excludes:

- Cover for **any limited companies or LLP Partnerships** formed by Members or other entities (other than sole traders or non LLP Partnerships comprising solely of CSP Members) *(Members trading as an LLP Partnership or limited company should arrange separate Public Liability insurance for the entity, regardless of whether such entities are owned solely by CSP members or otherwise)*
- Liabilities resulting from Members temporarily resident in the United Kingdom whilst practicing in their home Country (except foreign students undertaking a formal HCPC recognised Physiotherapy Course in the United Kingdom which permits elective placements in their home Country and subject otherwise to the 180 day International Limitation Period)
- Claims relating to activities undertaken prior to commencement of the policy or whilst not a CSP member
- Any services provided outside the scope of physiotherapy practice (other than CSP Students or Associate members qualified to practice Sports Massage Therapy)

- Claims made against anyone other than an individual CSP member insured under this policy, except as provided for under the "Indemnity to Principal" clause.
- Liabilities from products arising by virtue of an agreement which would not otherwise have arisen
- Any bodily injury arising from any act, omission or failure to provide healthcare (including physiotherapy) services. This exclusion does not apply to the cover provided for Abuse. (Members should also refer to the MPLC policy for details of Medical Professional Liability insurance in respect of services provided by members within the scope of physiotherapy practice).
- Liability in respect of loss of information or wrongful information contained in computer programmes, data, recording equipment, unless as a consequence of loss or damage to any tangible property
- Any liability for injuries to employees, associates, students, volunteer workers, or to anyone engaged by the member (members are advised to purchase Employers' Liability cover if any such persons are employed/engaged)
- Liability for financial loss (that is any financial loss not accompanied injuries or damage)
- Any liabilities arising from advice, designs, specification or omissions to perform a professional duty
- Liability resulting from any product, material, drug, device or anything else tangible and the subject of a clinical trial causing injury or damage
- Any loss or damage to property belonging to the Member or in their custody or control (except as provided for in "Property in Members Care".

Section 5: Optional Insurances

CSP Students or Associate Members Practicing Sports Massage Therapy

The CSP provides access to a separate Medical & Professional Liability policy arranged with MPLC Limited for Student and Associate Members who are suitably qualified to practice Sports Massage. Details of the Scheme and qualifying criteria are available from www.graybrook.co.uk/csp-sports-massage .

Business Risks

The PLI scheme does not provide any form of cover relating to business risks such as insurance of business revenues, assets, money, Employers' Liability, Public/Products Liability. Members operating a private practice as a sole trader or as a corporate entity are advised to obtain cover from a specialist insurer, or from the CSP's broker, on 01245 321185, email enquiry@graybrook.co.uk or by visiting their website www.graybrook.co.uk/private-practice or www.graybrook.co.uk/business-liability.

Members are advised to declare to their home insurers any business activities undertaken from home to avoid affecting the validity of their home, buildings and/or contents insurance.

Business Liability Insurance

The following options are available to businesses to cover their Medical & Professional Liabilities:

- **Sole Trader Businesses** – If solely owned by a CSP member delivering physiotherapy services only, and the member is the only healthcare professional engaged by the business the PLI policy will cover claims brought against both the member and the company, provided any claim relates only to the negligence of the member concerned. (Separate Public Liability insurance will be required)
- **Businesses owned by CSP Members** – Provided the business does not exceed an annual turnover of £300,000, discounted rates are available to extend the PLI policy to cover the Medical & Professional Liabilities (separate Public Liability insurance will be required) provided the business is only owned by CSP members and only employ or engage CSP members and work undertaken is restricted to physiotherapy services only. An information sheet and application form including costs are available from www.graybrook.co.uk/business-liability .
- **All Other Businesses** – should refer to www.graybrook.co.uk/business-liability for further options.

It is not the purpose of the CSP's PLI policy to cover the liabilities of an employer and such organisations should take legal and insurance advice to ensure they purchase the appropriate insurance cover for their particular circumstances.

Non Physiotherapy Activities

The PLI scheme only provides cover for work that is undertaken within the scope of physiotherapy practice. Members qualified to undertake other activities are recommended to obtain separate insurance from a specialist insurer or from the Society's Brokers 01245 321185, email enquiry@graybrook.co.uk or by visiting their website www.graybrook.co.uk/complementary-therapy.

Individual Top-up Cover

Members may increase their own level of personal protection by purchasing extra top-up cover. Application forms and details are available from www.graybrook.co.uk/top-up.

Criminal Prosecution Defence Cover

This policy provides generous defence costs for healthcare professionals accused of inappropriate or criminal behaviour, with access to a 24/7 legal helpline as standard. Prices start from £25 per year plus insurance tax. Application forms and details available online from www.graybrook.co.uk/defencecosts

Locum Insurance

This insurance is particularly valuable to cover the temporary expense of replacing key members of the business as a result of injury/illness. Application forms and details available from www.graybrook.co.uk/locum.

Cyber Crime & Liability Insurance

Cyber Crime can have a devastating impact on any business operating IT and internet platforms. Please call one of our professional advisers on 01245 321185 for details of cover available.

Non PLI Risks

Some examples of risks not covered by the CSP scheme include:-

- Cover for Private Limited Companies or Partnerships
- Run-off insurance to cover future claims that may arise from previous trading years for businesses sold or ceasing to trade
- Loss of income arising from illness or injuries to members
- Liability as a Director and Officer of any corporate entity
- Liabilities as an Employer (including Employment Practices Liability)
- Any liability or claims resulting from the use and operation of a motor vehicle (Members should notify their motor insurers if using a vehicle for business purposes)
- Legal expenses to pursue claims against others
- The defence of any HCPC investigation or other fitness to practice complaint

- Any activities undertaken outside the scope of the Physiotherapy practice
- Any work undertaken overseas exceeding 180 days (except when members are deployed by the MoD)
- Treatment of certain Professional Footballers
- Acupuncture when used for Fertility treatment
- Loss or damage to equipment
- Travel Insurance

This list is not exhaustive and is an indication only of risks not insured by the CSP's PLI scheme. Members including corporate entities and employers should take legal and insurance advice on their particular requirements to ensure they have the appropriate insurance/indemnity to meet their professional and business risks, and comply with any regulatory obligations (HCPC or otherwise) before practicing or delivering physiotherapy services.

Section 6: Contacts

Insurance and Scope of Practice Enquiries

Members should note that the CSP's brokers are not authorised or qualified to make judgements on the scope of physiotherapy practice. Such enquiries should be directed to the CSP by email: paservice@csp.org.uk.

Members are advised to satisfy themselves that the cover provided under the CSP's membership scheme is both appropriate and adequate for their professional requirements. Please consult the Society's brokers below for details of options on any additional covers, increased limits or extended covers.

CSP's Insurance Brokers

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

Tel: 01245 321185

Fax: 01245 322240

Email: enquiry@graybrook.co.uk

Website: www.graybrook.co.uk/csp-members

Complaints

Whilst all reasonable care has been taken in compiling the CSP insurance scheme which provides professional insurance for members of the Chartered Society of Physiotherapy operating within the scope of physiotherapy practice, any complaint should be directed to:

William Hulse ACII
Managing Director
Graybrook Insurance Brokers Limited
8 Chandlers Way,
South Woodham Ferrers,
Essex. CM3 5TB

Tel: 01245 321185

Fax: 01245 322240

Email: williamhulse@graybrook.co.uk

The company's Terms of Business is available by following the link "Our Terms of Business" contained in the Brokers website www.graybrook.co.uk or on request.

Financial Conduct Authority (FCA)

Graybrook Insurance Brokers Limited are Authorised and regulated by the Financial Conduct Authority. Registered Number 595238. Members can check this on the FCA's register by visiting the FCA's website, www.fca.gov.uk/register, or by contacting the FCA on 0845 606 1234.

Policy Documents

Copies of the full policy wordings are available upon request, or by visiting the CSP Member's section of the brokers website www.graybrook.co.uk/csp-members. Members unable to access the internet may request copies of all documents to be delivered by post.

Privacy Statement

Members are advised to read how Graybrook collect and use personal information contained in the Privacy Notice available from www.graybrook.co.uk

Section 7: Claims Reporting

Initial Notification

Members becoming aware of any circumstances that could lead to a claim, or receive notification of any formal claim must immediately notify the CSP's insurance brokers/and or the Chartered Society of Physiotherapy Enquiry Handling Unit on enquiries@csp.org.uk.

A claims notification guide will be issued to Members with a claim form which should be completed and returned to the CSP's insurance brokers as soon as possible, together with any other relevant information including copies of all correspondence and details of the complaint or allegations being made. On validation of CSP membership, HCPC registration and scope of practice, the claim will be passed to the insurers or solicitors appointed to act on their behalf.

Important Notes for Claims Procedures and Record Keeping

- Members are obliged to provide all information, documentation and assistance that may be required to investigate any claim against them and to assist insurers in the defence of any claim.
- Members must retain all medical records for a reasonable period after completion of any treatment. The minimum period for which members must retain records is **six years** after completion of any treatments, or in the case of treatment of minors, **six years** from their 18th birthday. Members must maintain medical records for longer periods if it is considered reasonable to do so, or where required by law.
- Members must not admit liability without the written consent of the insurers or solicitors acting on their behalf, nor by way of an act or omission do anything which may compromise the insurer's ability to defend a claim, nor make any payment or incur costs or expenses which are not authorised by the insurer.
- Any claims, incidents or circumstances not promptly reported could fall outside the permitted time scales for registering claims, and Members failing to comply with the policy conditions may risk invalidating the policy cover.

For further information on reporting of claims please refer to the "**PLI Claims Notification Guide**" available on request or from the CSP Member's section of the brokers website www.graybrook.co.uk/csp-members.