

**MARKET REFORM CONTRACT DOCUMENT****UNIQUE MARKET****REFERENCE:** 020/00005601/00**ATTACHING TO  
DELEGATED  
UNDERWRITING****CONTRACT NUMBER:** B1392BWIA206065**TYPE:** Claims Made Medical Professional Liability Insurance**PROPOSAL FORM:** Proposal Form Dated: To be provided as per the subjectivity  
No Claims / Circumstances Declaration: To be provided as per the subjectivity**INSURED:** Student Members and Associate Members of The Chartered Society of Physiotherapy solely for the provision of Sports Massage**ADDRESS:** 14 Bedford Row  
London  
WC1R 4ED  
United Kingdom**PERIOD:** From: 01 July 2020 at 00:01 hours Local Standard Time at the Address of the Insured  
To: 01 July 2021 at 00:01 hours Local Standard Time at the Address of the Insured**INTEREST:** Medical Professional Liability Insurance as fully defined in the contract wording and clauses referenced herein.**LIMIT OF LIABILITY:** GBP 5,000,000.00 Any One Claim (including costs and expenses) in respect of each Student and Associate member  
  
GBP 5,000,000.00 In the Annual Aggregate (including costs and expenses) in respect of each Student and Associate member**EXCESS:** None

**TERRITORIAL LIMITS:**

Great Britain, Northern Ireland, Channel Islands, Isle of Man, the Republic of Ireland 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, Isle of Man and Republic of Ireland shall only be provided hereunder if the Student or Associate Members:-

1. Is ordinarily or temporarily resident in Great Britain, Northern Ireland, Channel Islands, Isle of Man. For Student or Associate Members who are temporarily resident in Great Britain, Northern Ireland, Channel Islands, Isle of Man, no cover shall be provided hereunder for any Clinical Services which are provided within their own country of domicile, except Student or Associate members undertaking a formal Sports Massage course in the United Kingdom, and undertaking a formal elective placement in their home country.
2. Does not provide Clinical 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 Clinical Services, for their own needs. It is understood and agreed that for the avoidance of doubt such British based organisations may include other nationals.
3. Does not provide any Clinical Services to any USA or Canadian nationals in the USA or Canada.
4. It is understood and agreed that there is no cover for any Claims brought within the USA or Canada regardless of the nationality of the patient and regardless of where in the world they were treated.
5. It is further understood and agreed that the 180 day restriction shall not apply to any member deployed overseas for and on behalf of the U.K. Ministry of Defence nor to any dependent of such member for Clinical Services provided to U.K. Nationals only on Ministry of Defence Sovereign Bases.

**CONDITIONS:**

1. **621MILMPLC00218 (Amended)** Medical Professional Liability Policy for Medical Establishments  
**LMA3333**(Several Notice)  
**621MILMPLC00019B** Extension - Loss of Documents (GBP 250,000.00 Limit of Liability in respect of each Student and Associate Member)  
**621MILMPLC00020B** Extension - Breach of Professional Confidentiality (GBP 250,000.00 Limit of Liability in respect of each Student and Associate Member)  
**621MILMPLC00022B(Amended)** Extension - Libel and Slander (GBP 250,000.00 Limit of Liability in respect of each Student and Associate Member)  
**621MILMPLC00023B** Extension - Pure Economic Loss (GBP 5,000,000.00 Limit of Liability)  
**621MILMPLC00042A** Special Extension - Products Liability (GBP 5,000,000.00 Limit of Liability in respect of each Student and Associate Member)
2. Retroactive Date(s)  
01 July 2013 or,  
the date of joining CSP Student or Associate Membership, or the date of qualifying as a Sports Massage practitioner (in accordance with the qualifying criteria)  
Whichever date is later.
3. Cover is afforded solely to individual Student or Associate Members of the Chartered Society of Physiotherapy listed in Schedule 'A'.
4. Demonstration & Tuition  
The term “patient” shall be deemed to include any person who is acting as a patient for demonstration and /or tuition purposes.
5. Employees & Vicarious Liability

Insurers 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:

- 5.1. any Claim falls within the scope of physiotherapy practice, and
- 5.2. all qualified physiotherapists retain full CSP membership in their own name.

Notwithstanding the above Insurers shall not be liable for any Claim or Defence Costs brought against any Employer who is not an Insured 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

#### 6. Medical Practitioners

Cover shall be provided hereunder to Members who are also Medical Practitioners but solely in respect of a Claim which arises from their practice as a Sports Massage therapist.

For the avoidance of doubt, Insurers 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 Clinical Services which go beyond the scope of Sports Massage therapy as determined by the Chartered Society of Physiotherapy.

#### 7. Run Off Cover

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

- 7.1. Claims which may arise from Clinical Services provided by any non practising, retired or former Insured in respect of Clinical Services provided during their period of Chartered Society of Physiotherapy Student or Associate membership.
- 7.2. the heirs, executors, legal or personal representatives of any deceased Student or Associate Member

#### 8. 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.

9. Data Protection Act 1998 - Defence Costs Extension

This policy is amended to also indemnify the Insured for Defence Costs which are incurred with the Insurers prior consent and agreement which relate to any allegations of any infringements of the UK Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (“Data Protection Law”) and 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 Insurers shall not be liable for any other amounts, awards, fines, or damages which relate to the infringement of the UK Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (“Data Protection Law”) and Data Protection Act 1998, other legislation derivative of EU Directive 95/46/EC of 24th October 1995 or similar legislation in any country.

10. It is understood and agreed that the term ‘patient’ shall be extended to include any client but purely in respect of the provision of Clinical Services.

11. Medical and Professional Liability Cover - Extension to Insured Principals

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

11.1. Principals engaging the Insured for the provision of Clinical Services other than when engaged as an employee of the Principal

11.2. Principals engaging the Insured as an employee, 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 Claims caused by the negligence of anyone other than the Insured or results from activities other than Clinical Services provided by the Insured.

For the avoidance of doubt the Insured for the purpose of this extension shall mean a Student or Associate member of the Chartered Society of Physiotherapy.

## 12. Minimum Qualifications

Cover hereon is strictly subject to all Student or Associate Members of the CSP maintaining minimum Sports Massage qualifications from SMA Accredited Schools or Endorsed Courses offered by VTCT, ITEC and CIBTAC to a minimum level 3 in Sports Massage.

## 13. Internet Activities

Cover shall be provided hereunder for the provision of digital Clinical Services including remote consultations and telemedicine by the Insured provided:

13.1. Such digital Clinical Services are within the scope of physiotherapy practice as determined by the Chartered Society of Physiotherapy (CSP)

13.2. The member is ordinarily resident and based in the United Kingdom (or is temporarily overseas for not more than 180 days in any 12 month period) and providing virtual consultations or digital services:

13.2.1. to patients of any nationality who are physically based in the United Kingdom or United Kingdom territories, or Crown dependencies

13.2.2. to patients of any nationality who are temporarily travelling anywhere in the World as part of a British based team or organisation (but not to any USA or Canadian nationals in the USA or Canada)

13.2.3. to patients based anywhere in the World except in Australia, the USA or Canada subject to compliance with any local regulatory or legal requirements.

13.3. The member is overseas for and on behalf of the UK Ministry of Defence or is a dependent of such a member deployed for the provision of digital Clinical Services to UK nationals only.

The insurers shall not be liable to pay more than GBP 5,000,000 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 the provision of digital Clinical Services

Unless otherwise specified in the Policy the above limit shall be inclusive of all Defence Costs, provided always that this shall not operate to increase any aggregate limit of indemnity already stated in the Policy. Exclusions applying to the provision of digital Clinical Services

Insurers shall not be liable for any Claims (or related Defence Costs) directly or indirectly caused by or in any way connected with the provision of digital Clinical Services:

- a) To any person in Australia (except for the treatment of British nationals forming part of a British team or organisation)
- b) To any person in the United States of America or Canada (except for the treatment of British nationals forming part of a British team or organisation)
- c) Where the member has not been approved by any relevant local regulatory or licencing body or where the member does not hold a valid licence to practice or fails to comply with any legal or regulatory obligation
- d) When delivered on behalf of the member by any third party individual or organisation
- e) When delivered by Support Workers or Students who are CSP members, unless delegated to them or supervised by a registered Healthcare Professional
- f) Any cyber loss damage liability claim cost expense of whatsoever nature, directly or indirectly caused by, contributed to or resulting from, or arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including any amount pertaining to the value of such data.

## Definitions applying to the provision of digital Clinical Services

- (a) Cyber Loss means any loss, damage liability claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to, or resulting from, arising out of, or in connection with any cyber act or cyber incident, including but not limited to any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident.
- (b) Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place, or the threat or hoax thereof involving access, processing of, use of or operation of any computer system.
- (c) Cyber Incident means:
  - (i) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
  - (ii) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any computer system.
- (d) Computer System means any computer hardware, software, communication system, electronic device (including but not limited to smart phones, laptops, tablets, wearable devices), server, cloud or micro controller, including any similar system or any configuration of the aforementioned, and including any associated input, output, data storage device, networking equipment or backup facility owned or operated by the member or any other party.
- (e) Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

## 14. Notice of Claim

The MPLC, Regal House  
Queensway, PO Box 1446  
Gibraltar  
Tel:+44 (0)20 3100 5151, Fax:+350 20042239  
Email: (claims@the-mplc.com)

## 15. Covered Jurisdictions

Great Britain, Northern Ireland, Channel Islands and the Isle of Man



**SUBJECTIVITIES:**

This Policy is written on the basis that the following items are presented by the Insured to The MPLC Ltd by 15 July 2020 (“the Deadline”).

1. Satisfactorily signed and dated Proposal Form including a No Claims Declaration or answering "No" to question 28
2. Confirm Schedule A is correct

Between inception and the Deadline cover is provided by The MPLC Ltd on the terms and conditions specified in the contract to which this condition is attached (“the Contract Terms”).

In the event that the Insured does not respond prior to the Deadline, The MPLC Ltd has the right to require amended terms, conditions, exclusions, premium and further information or to cancel this Insurance Policy with effect from inception.

It is warranted that all outstanding answers to these subjectivities must be received within 14 days of inception and The MPLC Ltd shall respond within 2 working days to confirm whether the responses are satisfactory, or otherwise.

The receipt of an unsatisfactory answer, as confirmed by The MPLC Ltd, to any subjectivity will grant The MPLC Ltd the right to require amended terms, conditions, exclusions, premium and further information or to cancel this Insurance Policy with effect from inception.

In the event that the policy is cancelled at the Deadline the premium for such a period will be calculated at pro-rata of the premium but in the event that there are any notified claims, circumstances or incidents then the annual premium shall be deemed to have been fully earned.

**CHOICE OF LAW AND JURISDICTION:**

This insurance shall be governed by and construed in accordance with the laws of England and Wales. Each party agreed to submit to the exclusive jurisdiction of any competent court within England and Wales.

**INDIVIDUAL INSURED**

**PREMIUM:** **GBP 31.00** (100%) Annual and including Insurance Premium Tax  
Plus a **GBP 8.50** Administration fee

**PREMIUM PAYMENT**

**TERMS:** Premium Payment Warranty:

It is warranted that all Premiums due to The MPLC Ltd under this Policy are paid within 60 days from inception. Non receipt by The MPLC Ltd of such premiums by Midnight on the Premium due date shall render this Insurance Policy void with effect from inception.

Any amendment to this Warranty to be agreed by The MPLC Ltd only.

**TAX(ES) PAYABLE BY  
THE INSURED AND  
ADMINISTERED BY  
INSURERS:**

IPT 12.00% on 100%

**RECORDING  
TRANSMITTING  
AND STORING  
INFORMATION:**

Where the Broker and The MPLC Ltd maintain risk and claim information the Broker and The MPLC Ltd may hold such information electronically.

**INSURER CONTRACT  
DOCUMENTATION:**

This document details the contract terms entered into by The MPLC Ltd and constitutes the contract documentation. Where a policy is required by the Insured or The MPLC Ltd, XIS to sign Lloyd's policy. The policy is to be signed by XIS on Policy form 3044A, if required.

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**INFORMATION SECTION****INFORMATION:**

The following Information was provided to The MPLC Ltd to support the assessment of the risk at the time of underwriting.

As seen, agreed and held on file at the offices of The MPLC Ltd, incorporating the following items:

1. Proposal Form Dated: To be provided as per the subjectivity
2. No Claims / Circumstances Declaration: To be provided as per the subjectivity

**SECURITY DETAILS****INSURER'S LIABILITY: LMA3333****(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

**Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the

total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Certain Lloyd's Underwriters (referred to as Insurers in the Policy Wording) whose definitive numbers and proportions are shown in the table below.

Signed Line	Syndicate Pseudonym & Number	Underwriter's Reference
44.5%	HAM 4000	02132E20AA
44.5%	COV 1975	MI00412X20AA
11%	AML 2001	UPE1544920SL

**ORDER HEREON:** 100% of 100%

**BASIS OF WRITTEN LINES:** Percentage of whole

**SIGNING PROVISIONS:** In the event that the written line hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) In the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) The signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.



**WRITTEN LINES:** SIGNED LINE  
100%  
TO STAND



Underwritten by certain underwriters at Lloyd's of London or Lloyd's Insurance Company S.A. ("Lloyd's Brussels") in accordance with the contract number B1392BWIA206065.

The MPLC is an underwriting intermediary licensed in Gibraltar by the Financial Services Commission, under permission number 5362.

All premiums should be paid to the MPLC in accordance with the agreed terms of trade. All claims should be notified in writing to [claims@the-mplc.com](mailto:claims@the-mplc.com) or by fax to +(350)20042239.

For general enquires:

**Gibraltar (Head Office)**

**London (Branch Office)**

Regal House  
Queensway  
PO Box 1446  
Gibraltar

20 St Dunstan's Hill  
London  
EC3R 8HL  
United Kingdom

Tel: 44 (0)20 3100 5151

Tel: 44 (0)20 3100 5152

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**DELEGATED**

**UNDERWRITING**

**CONTRACT NUMBER:** B1392BWIA206065

Matthew Sawyer

25/06/2020



## ATTACHMENTS

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## Sports Massage Student and Associate Members of the CSP 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 **Insurers** 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. Words importing the singular number shall include the plural and vice versa. 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 **Insurers** at Lloyd’s. The MPLC is an underwriting intermediary licensed in Gibraltar by the Financial Services Commission, under permission number 5362. 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.

### Concerns and Complaints

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.  
Tel: +44 (0)20 3100 5151 / Fax: +350 20042239  
Email: [complaints@the-mplc.com](mailto:complaints@the-mplc.com)

We will investigate your concern or complaint and you should expect to receive a response within 14 (fourteen) days. If additional time is required, we will let you know.

In the event that you are unable to resolve the situation you may, in certain circumstances, contact the Complaints Department at Lloyd’s.

Address:  
Lloyd’s Complaints  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN  
Tel No: +44 (0)20 7327 5693  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Finally, in the event that the Lloyd’s Complaints 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 and can be found at:

<https://www.lloyds.com/policyholder/policyholder-complaint/complaints-by-lloyds-uk-policyholders>.



## Data Protection and Privacy

### *Who we are*

The MPLC are a Lloyd's Coverholder identified in your contract of insurance and/or in the certificate of insurance.

### *The basics*

We collect and use relevant information about you to provide you with your insurance cover and to meet our legal obligations. The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector.

### *Want more details?*

For more information about how we use your personal information please see our full privacy notice, which is available online on our website [www.the-mplc.com/privacy.php](http://www.the-mplc.com/privacy.php) or in other formats on request.

### *Contacting us and your rights*

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us at:

The Medical Professional Liability Company Limited at either:

Regal House (Head Office)  
Queensway,  
PO Box 1446  
Gibraltar

20 St Dunstan's Hill (Branch Office)  
London  
EC3R 8HL  
United Kingdom

## PLEASE READ THIS POLICY CAREFULLY



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

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Tel: +44 (0)20 3100 5151  
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Fax: +350 20042239  
Fax: +44 (0)845 127 5071

*The Medical Professional Liability Company Ltd ('The MPLC') is an underwriting intermediary licensed in Gibraltar by the Financial Services Commission, under permission number 5362. The MPLC's insurances are underwritten by certain Syndicates at Lloyd's of London or Lloyd's Insurance Company S.A. ('Lloyd's Brussels').*

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## The Schedule

ITEM 1 **Policy Number:** 020/00005601/00 **Broker's Reference:** B1392BWIA206065

ITEM 2 **Name of the Insured:** Student Members and Associate Members of The Chartered Society of Physiotherapy solely for the provision of Sports Massage

ITEM 3 **Address of Insured:**

14 Bedford Row London WC1R 4ED United Kingdom	<b>Telephone:</b>	
	<b>Fax:</b>	
	<b>Email:</b>	

ITEM 4 **Policy Period**

<b>From:</b>	01 July 2020	<b>To:</b>	01 July 2021
<b>At:</b>	00:01 hours	<b>At:</b>	00:01 hours

Local standard time at the **Insured's** address stated in Item 3 above

ITEM 5 **Limit of Indemnity:** GBP 5,000,000.00 **Any one Claim**

GBP 5,000,000.00	In the aggregate during the <b>Policy Period</b>
------------------	--

**Excess:** None **Each and every Claim including Defence Costs**

ITEM 6 **Premium:** As detailed in Endorsement 1.1

**Premium Due Date:** As detailed in Endorsement 1.1

ITEM 7 **Territories:** As detailed in Endorsement 1.2

ITEM 8 **Retroactive Date:** 01 July 2013 or, the date of joining CSP Student or Associate Membership, or the date of qualifying as a Sports Massage practitioner (in accordance with the qualifying criteria). Whichever date is later.

ITEM 9 **Proposal Form:** To be provided as per the subjectivity **Declaration Date:** To be provided as per the subjectivity

ITEM 10 **Notice to be given to:**

The Medical Professional Liability Company Regal House, Queensway, PO Box 1446, Gibraltar	<b>Telephone:</b>	+44 (0)20 3100 5151
	<b>Fax:</b>	+350 20042239
	<b>Email:</b>	claims@the-mplc.com

ITEM 11 **Covered Jurisdictions:** Great Britain, Northern Ireland, Channel Islands and the Isle of Man

ITEM 12 **Policy Jurisdiction and Applicable Law:** England and Wales

## Medical Professional Liability Policy

### 1 INSURING CLAUSES

1.1 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**, **Insurers** 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 **Insurers** 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 **Clinical Services**; or
- (b) the performance of **Good Samaritan Acts**; and

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**.

### 1.2 JOINT AND SEVERAL LIABILITY: LIMITATION OF LIABILITY CLAUSE

In the event that a **Claim** is made against the **Insured** and an alleged concurrent wrongdoer, or in the event of a finding by a court or tribunal of joint and several liability between the **Insured** and a concurrent wrongdoer, then **Insurers'** liability to the **Insured** is limited to an amount representing the proportionate liability of the **Insured** as between the **Insured** and the concurrent wrongdoer for any damage or loss. For the purposes of this clause a concurrent wrongdoer includes a joint tortfeasor and is a person who is one of two or more persons (including a **Medical or Dental Practitioner**) whose individual acts or omissions have caused or contributed to or been alleged to cause or contribute to the damage or loss and who is the subject of the **Claim** at least a part of which is made against the **Insured**.

### 2 LIMIT OF INDEMNITY

**Insurers'** 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 **Insurers** 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 **Clinical 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 causally connected shall constitute a single **Claim** for the purposes of this **Policy**.

### 3.2 **Clinical Services**

shall mean the provision of Sports Massage therapy only.

### 3.3 **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.

### 3.4 **Defence Costs**

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

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

3.4.2 the attendance or representation at or in connection with any examination, inquest or 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 3.4.1 and 3.4.2 above.

### 3.5 **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** (including **Defence Costs**) for which the **Insurers** are not liable and in excess of which this **Policy** is to apply.

### 3.6 **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 an emergency call following a disaster.

### 3.7 **Health Care Professional and Allied Health 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 who holds, or is required by law to hold, a valid licence to practise in the relevant specialty, such licence having been issued by the relevant lawfully established and recognised licensing authority within the territories specified in Item 7 of the Schedule.

### 3.8 **Insured**

shall mean:

3.8.1 individual Student or Associate member of the Chartered Society of Physiotherapy named in Item 2 of the Schedule and carrying out **Clinical Services** as defined in definition 3.2.

3.8.2 the personal representatives of the estate of any person who would otherwise be indemnified under this policy.

### 3.9 **Medical or Dental Practitioner**

shall mean a person who holds, or is required by law to hold, a valid licence to practise as a Doctor, Physician, Surgeon, Dental Surgeon or Dentist, such licence having been issued by the relevant lawfully established and recognised licensing authority within the territories specified in Item 7 of the Schedule.

### 3.10 **Policy**

shall mean:

3.10.1 the Schedule, Insuring Clauses, Extensions, Conditions, Definitions, Exclusions and other terms contained herein; and

3.10.2 any endorsement attaching to and forming part of this **Policy** either at its inception or during the **Policy Period**; and

3.10.3 the **Proposal**.

### 3.11 **Policy Period**

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

### 3.12 **Principal**

A **Principal** shall mean any person who directly or indirectly engages the **Insured** to provide **Clinical Services** as set out in the **Proposal**.

### 3.13 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.

### 3.14 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** or used by the **Insured** in the provision of **Clinical Services** but not any food and drink provided primarily for the benefit of staff, visitors or patients for consumption on the premises.

### 3.15 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 **Insurers** have relied made by or on behalf of the **Insured** to the **Insurers** for the insurance evidenced by this **Policy**.

### 3.16 Terrorism

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

3.16.1 for political, religious or other ends and/or

3.16.2 directed towards the over-throwing or influencing of the Government de jure or de facto, and/or

3.16.3 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.

## 4 EXCLUSIONS

### 4.1 Retroactive Date

**Insurers** 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

**Insurers** 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 **Insurers** under an earlier **Policy** placed through The MPLC, then **Insurers** may accept the notification of such **Claim**, fact or circumstance under this **Policy**. PROVIDED ALWAYS THAT:

4.2.1 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

4.2.2 The **Insurers** 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

4.2.3 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 **Insurers'** earlier **Policy** under which the notification should have been given.

#### 4.3 Medical or Dental Practitioner

**Insurers** shall not be liable for any **Claim**, (or related **Defence Costs**) made against any **Medical or Dental Practitioner**, regardless of whether such individual is either employed by the **Insured** or acting as a self-employed contractor or sub-contractor.

#### 4.4 Other Insurances

**Insurers** 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; save to the extent that the **Claim** exceeds the limit of liability under such insurance or indemnity or compensation or payment or the **Insured** is not indemnified for its proportionate liability for the **Claim**.

#### 4.5 Waived Recourse Rights

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



#### 4.6 Wrongful Acts

**Insurers** 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

4.6.1 any deliberate or wilful misconduct

4.6.1 any dishonest, fraudulent or criminal act.

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

#### 4.7 Products Liability

**Insurers** 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**;

#### 4.8 Employers' Liability

**Insurers** shall not be liable for any **Claim** (or related **Defence Costs**) caused by or on behalf of any person who is an **Insured** or by any other person under a contract of service or apprenticeship with the **Insured** or under **Insured** supervision and made by or on behalf of an employee (or his/her estate) for death, bodily injury, mental injury, illness or disease or for any breach of any obligation owed by the **Insured** as an employer to any such person, or for any **Claim** in respect of which compensation is available under any Workers' Compensation Scheme and/or similar legislation.

However, this exclusion shall not apply to any **Claim** arising out of any death, bodily injury, mental injury, illness or disease of any such person who is or becomes a patient of the **Insured** entirely independently of their employment;

#### 4.9 Directors and Officers Liability

**Insurers** shall not be liable for any **Claim** (or related **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;

#### 4.10 Sexual Conduct

**Insurers** 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 attempted or alleged sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation;

#### 4.11 Radioactive Contamination

**Insurers** 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.

However this Exclusion does not apply to liability arising out of the ordinary use of health department approved medical and/or diagnostic equipment incorporating radioactive isotopes and/or radium compounds and/or involving the emission of ionizing radiation.

#### 4.12 War

**Insurers** 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.

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

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**.

#### 4.13 Terrorism

**Insurers** 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).

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

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**.

#### 4.14 Pollution

**Insurers** 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;

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

#### 4.15 Fines and Penalties

**Insurers** 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**

**Insurers** 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 **Claim** arising out of any death, bodily injury, mental injury, illness or disease of any such person who is or becomes a patient of the **Insured**.

#### 4.17 Toxic Mould

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

4.17.1 liability caused by or arising from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any Fungi or bacteria on or within a building or structure, including its contents;

4.17.2 any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposing of, or in any way responding to or assessing the effects of Fungi or bacteria by any **Insured** or by any other person or entity.

Fungi means any type or form of fungus, including mould or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

However this Exclusion does not apply to liability arising out of the diagnosis and/or treatment of patients of the **Insured** who are suffering from infection by such organisms.

#### 4.18 **Principal's** liability

**Insurers** 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 any director, officer or employee of the **Principal** or of any person acting for and on behalf of the **Principal** except the **Insured**.

#### 4.19 Treatment of Animals

**Insurers** 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.

#### 4.20 Sanction Limitation and Exclusion Clause

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.

#### 4.21 Treatment Professional Sports/Professional Athletes

**Insurers** shall not be liable for any **Claim** or **Defence Costs** arising from the provision of **Clinical Services** to any person engaged in professional sport including professional athletes and professional dancers.

### 5 CONDITIONS

#### 5.1 Disclosure

5.1.1 Before this Policy is entered into, the **Insured** must make a fair presentation of the risk to the **Insurers**, in accordance with Section 3 of the Insurance Act 2015. In summary, the **Insured** must:

5.1.1.1 Disclose to the **Insurers** every material circumstance which the **Insured** knows or ought to know. Failing that, the **Insured** must give the **Insurers** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);

5.1.1.2 Make the disclosure in clause 5.1.1.1 above in a reasonably clear and accessible way; and

5.1.1.3 Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

5.1.2 For the purposes of clause 5.1.1 above, the **Insured** is expected to know the following:

- 5.1.2.1 If the **Insured** is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
- 5.1.2.2 If the **Insured** is not an individual, what is known to anybody who is part of the **Insured's** senior management; or anybody who is responsible for arranging the **Insured's** insurance.
- 5.1.2.3 Whether the **Insured** is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the **Insured**. The information may be held within the **Insured's** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the **Insured** is insuring subsidiaries, affiliates or other parties, the **Insurers** expect that the **Insured** will have included them in its enquiries, and that the **Insured** will inform the **Insurers** if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.
- 5.1.3 If, prior to entering into this **Policy**, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurers** are set out below.
- 5.1.3.1 If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
- i. The **Insurers** may avoid the **Policy**, and refuse to pay all **Claims**; and,
  - ii. The **Insurers** need not return any of the premiums paid.
- 5.1.3.2 If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurers** remedy shall depend upon what the **Insurers** would have done if the **Insured** had complied with the duty of fair presentation:
- i. If the **Insurers** would not have entered into the **Policy** at all, the **Insurers** may avoid the contract and refuse all **Claims**, but must return the premiums paid.
  - ii. If the **Insurers** would have entered into the **Policy**, but on different terms (other than terms relating to the premium), the **Policy** is to be treated as if it had been entered into on those different terms from the outset, if the **Insurers** so require.
  - iii. In addition, if the **Insurers** would have entered into the **Policy**, but would have charged a higher premium, the **Insurers** may reduce proportionately the amount to be paid on a **Claim** (and, if applicable, the amount already paid on prior **Claims**). In those circumstances, the **Insurers** shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .

5.1.4 If, prior to entering into a variation to this insurance **Policy**, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Insurers** are set out below.

5.1.4.1 If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:

- i. The **Insurers** may by notice to the **Insured** treat the **Policy** as having been terminated from the time when the variation was concluded; and,
- ii. **Insurers** need not return any of the premiums paid.

5.1.4.2 If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurers'** remedy shall depend upon what the **Insurers** would have done if the **Insured** had complied with the duty of fair presentation:

- i. If the **Insurers** would not have agreed to the variation at all, the **Insurers** may treat the **Policy** as if the variation was never made, but must in that event return any extra premium paid.
- ii. If the **Insurers** would have agreed to the variation to the **Policy**, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the **Insurers** so require.
- iii. If the **Insurers** would have increased the premium by more than it did or at all, then the **Insurers** may reduce proportionately the amount to be paid on a **Claim** arising out of events after the variation. In those circumstances, the **Insurers** shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged} / \text{higher premium}) \times 100$ .
- iv. If the **Insurers** would not have reduced the premium as much as it did or at all, then the **Insurers** may reduce proportionately the amount to be paid on a **Claim** arising out of events after the variation. In those circumstances, the **Insurers** shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged} / \text{reduced total premium}) \times 100$ .

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

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 **Insurers** are entitled to refuse to cover the additional exposure or cancel the contract in accordance with the cancellation provisions of this **Policy**.

5.1.6 It is a condition precedent to the **Insured's** right to be indemnified under this **Policy** that the **Insured** shall meet the payment of the **Excess**.

## 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 **Insurers** immediately upon the **Insured** becoming aware thereof. Notice of such **Claim** or circumstances or incident shall be in writing (using the MPLC's First Notification Form) 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 immediately prior to the expiry of the **Policy Period**.

If the **Insured** provides **Insurers** with notice of circumstances or incidents as mentioned above during the **Policy Period** which are accepted by the **Insurers**, 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 **Insurers** 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

**Insurers** 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 **Insurers** 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 **Insurers**.

### 5.2.3 Consent of Insurers

The **Insured** shall not:

5.2.3.1 disclose to any person, other than an **Insured** the terms of this **Policy**

5.2.3.2 admit liability

5.2.3.3 enter any agreement or arrangement (in relation to investigation, defence or settlement of **Claim**)

5.2.3.4 make any offer, payment or promise in relation to any **Claim**

5.2.3.5 incur any cost or expense without the prior written consent of **Insurers**.

#### 5.2.4 Consent of the **Insured**

**Insurers** will not settle any **Claim** without the consent of the **Insured**.

If however the **Insured** refuses to consent to any settlement recommended by **Insurers** or their legal representatives then **Insurers'** liability will not exceed the total amount for which the **Claim** could have been settled plus the **Defence Costs** incurred with their consent up to the date of the refusal or the applicable Limit of Indemnity whichever is less.

#### 5.2.5 Relinquishment

**Insurers** 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 **Insurers** 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, **Insurers** 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** or entities which are 100% owned by an individual member of the CSP and where they are the only practitioner and where the **Claim** relates to the Member's negligence.

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

#### 5.2.7 Fraudulent **Claims**

5.2.7.1 If the **Insured** makes a fraudulent **Claim** under this **Policy**, the **Insurers**:

- i. Are not liable to pay the **Claim**; and
- ii. May recover from the **Insured** any sums paid by the **Insurers** to the **Insured** in respect of the **Claim**; and
- iii. May by notice to the **Insured** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

5.2.7.2 If the **Insurers** exercise their rights under clause (5.2.7.1) (iii) above



- i. The **Insurers** shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurers'** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and,
- ii. The **Insurers** need not return any of the premiums paid.

5.2.7.3 If this insurance **Policy** provides cover for any person who is not a party to the **Policy** (“a covered person”), and a fraudulent **Claim** is made under the **Policy** by or on behalf of a covered person, the **Insurers** may exercise the rights set out in clause (5.2.7.1) above as if there were an individual insurance **Policy** between the **Insurers** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the **Policy** for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

### 5.3 Records

The **Insured** shall at all times:

- 5.3.1 maintain accurate descriptive records of all **Clinical Services** and equipment used in procedures. Such records shall be made available for inspection and use by **Insurers** 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 ten (6) years from the date of treatment and, in the case of a minor, for a period of at least ten (6) years after that minor attains majority. Obstetric records must be retained and preserved indefinitely;
- 5.3.3 provide **Insurers** or their appointed representatives with such oral or written information, assistance, signed statements, evidence or depositions as **Insurers** may require;

### 5.4 Licensing of all Professional Practitioners

It is a condition precedent to the **Insured's** right to be indemnified under this policy, that each Student or Associate Member of the CSP shall hold a valid licence to practice Sports Massage, where such licence is legally required and issued by the relevant lawfully established and recognised licensing authority within the territories specified in Item 7 of the schedule.

### 5.5 Cancellation

**Insurers** may cancel this **Policy** by giving written notice to the **Insured** at the address stated in Item 3 of the Schedule of thirty (30) calendar days before the effective date of cancellation. Premium will be refunded to the **Insured** on a pro rata basis.

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 respective premium due date shall discharge **Insurers'** liability from the time of the breach of warranty, regardless of whether the breach is subsequently remedied. Section 10 of the Insurance Act 2015 shall not apply to this Premium Payment Warranty

#### 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 **Insurers** 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 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.

621MILMPLC00218 (Amended)

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## 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 Clinical Services** by any patient, including deeds, wills, plans, letters and certificates.

The **Insurers** will also indemnify the **Insured** for the costs incurred by the **Insured** with the **Insurers'** 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 **Insurers** shall not be liable for any **Claim** or **Defence Costs** arising from:

1. Libel or Slander.
2. Any infringement of the UK Data Protection Act 2018 and the General Data Protection Regulation 2016/679 ("Data Protection Law") and 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 **Insurers** shall not be liable under this **Policy** to pay more than GBP 250,000.00 Limit of Liability in respect of each Student and Associate Member 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.



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 **Insurers** 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.**

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## 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 Clinical 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 **Insurers**, issue an apology and expression of regret, the form and content of which are to be approved by **Insurers**. **Insurers** 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 **Insurers**.

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

1. Libel or Slander.
2. Any infringement of the UK Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (“Data Protection Law”) and 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 **Insurers** shall not be liable under this **Policy** to pay more than GBP 250,000.00 Limit of Liability in respect of each Student and Associate Member 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 **Insurers** 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.**

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## 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 **Insurers**, issue an apology and expression of regret, the form and content of which are to be approved by **Insurers**. **Insurers** 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 **Insurers**.

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

1. The publication by or on behalf of the **Insured** of any journal or magazine;
2. Or any communication or contribution to the press or media, unless previously vetted and approved by a solicitor or lawyer.
3. **Libel or Slander** committed or alleged to have been committed against professional adversaries or business competitors.
4. Any infringement of the UK Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (“Data Protection Law”) and 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 **Insurers** shall not be liable under this Extension to pay more than GBP 250,000.00 Limit of Liability in respect of each Student and Associate Member 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 **Insurers** 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.**

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## 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 **Clinical 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 **Insurers** 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 any infringement of the UK Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (“Data Protection Law”) and 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 **Medical or Dental 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 **Insurers** shall not be liable under this extension to pay more than GBP 5,000,000.00 Limit of Liability 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 **Insurers** 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.**

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## Special Extension – Products Liability

### Insuring clause

Notwithstanding the provisions of Exclusion 4.7, **Insurers** 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 **Insurers** 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 **Clinical 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 3.8. who does not have any direct patient contact or provide direct patient care.”

The **Insurers** 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 **Insurers** shall not be liable under this policy to pay more than GBP 5,000,000.00 Limit of Liability in respect of each Student and Associate Member 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 **Insurers** 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.

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**Schedule 'A'**

To be provided as per the subjectivity.

**24/7 LEGAL ADVICE & NOTIFICATION**  
**PROCEDURES**  
**AND**  
**FIRST NOTIFICATION FORM**

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A Guide to the MPLC  
Claims Handling Service  
(For UK Policyholders only)



The MPLC believes one of the most important aspects of insurance is the provision of a professional and sensitive claims handling service.

As a result, The MPLC prides itself upon the quality and service which it provides to its policyholders. Not only does an MPLC policyholder have access to a 24/7 help line; they receive legal advice from one of the best defence firms in the United Kingdom.

Kennedys ([www.kennedys-law.com/industries/healthcare.aspx](http://www.kennedys-law.com/industries/healthcare.aspx)) is recognised in the Legal 500 and Chambers as one of the leading law firms handling medical professional liability in the UK. The healthcare department has been advising healthcare providers, their insurers and NHS Trusts on clinical claims and healthcare issues for over 20 years.

Our policyholders appreciate and value the quality and level of service which they receive from The MPLC. For further information regarding what our policyholders say about working with us, please click: [http://the-mplc.com/ourapproach\\_worldclasscompliance.php](http://the-mplc.com/ourapproach_worldclasscompliance.php)

Once a claim or circumstance is reported to The MPLC, Kennedys act as claims handlers. If the situation then requires, Kennedys may become the appointed as “Panel solicitors”.

## 1. **Claims Handling**

- Claim certainty is a very important aspect for our policyholders and to facilitate this, following notification of a claim, Kennedys will acknowledge receipt of, and advise our policyholder of their rights and obligations under the policy, for each notification.
- Once the policy position has been confirmed, Kennedys will contact our policyholder to recommend the best course of action to take next.
- At all times, policyholders can contact Kennedys for advice on/or to discuss any incident or claim.

## 2. **Appointed “Panel” solicitor**

- If a claim is of a serious nature, or legal advice is required to deal with or respond to a Claimant or their solicitor, Kennedys are appointed as “Panel Solicitors” to defend our policyholders position and to provide expert legal advice.
- As a part of this role, Kennedys provide our policyholders with early and detailed advice on liability and quantum including recommendations on “ground up” reserves for damages, Claimant’s costs and defence costs. This allows our policyholders to accurately budget for any costs which may fall within the policy excess (as detailed in *Item 5* of the Policy Schedule of the MPLC MRC document). Kennedy’s defence costs will be incurred under the Policy excess and are charged on a “real time” basis in accordance with NHS rates.
- At all stages Kennedys will assist our policyholders (on a ‘ground-up’ basis) to negotiate a resolution or settlement of a claim. The speedy resolution of a claim will help to reduce Claimant and Defendant costs, which will save our policyholders money, particularly for any claims which may fall within the excess.

### 3. Summary Features and Benefits of the MPLC Claims Handling Service

- Our policyholders have the benefit of our unique 24/7 legal advice service ([http://the-mplc.com/addingvalue\\_legaladvice.php](http://the-mplc.com/addingvalue_legaladvice.php)). This 24/7 service provides access to an out-of-hours emergency telephone advice line allowing our policyholders to obtain guidance on any medico-legal query from Kennedys Lawyers.
- All claims or incidents reported to The MPLC are initially handled by a team of medical defence lawyers.
- Professional advice shall be provided on **all** claims, and their potential value, in terms of damages and costs (including within the excess). This ensures early identification of any potentially serious claims and allows early specialist legal advice to be provided.
- The MPLC encourage early notification of all claims and incidents. The benefits for our policyholders of this approach are as follows:
  - Early legal assessment of potential claims and incidents by the specialist medico-legal team
  - Providing a quicker and better response to patient complaints and claims
  - ‘Claim certainty’ for all parties
  - Allowing for early identification of claims which need to be re-directed to third parties. For example; A Doctor’s Medical Defence Organisation or any other separate defendants Insurer.
- Additional non-chargeable value added services:
  - Access to Kennedy’s medical law updates/bulletins
  - The availability of monthly financial reporting/bordereaux on all claims
  - The provision of seminars, lectures and in-house training

For further details regarding the team of professionals and services which are available please visit our Claims Handling Contact Information page: [http://www.the-mplc.com/addingvalue\\_claimhandling.php](http://www.the-mplc.com/addingvalue_claimhandling.php)

Some useful links are:

- 24/7 Legal Advice and Notification Procedures  
[http://www.the-mplc.com/downloads/claim/24\\_7\\_legal\\_advice\\_and\\_notification\\_procedures.pdf](http://www.the-mplc.com/downloads/claim/24_7_legal_advice_and_notification_procedures.pdf)
- First Notification Sheet  
[http://www.the-mplc.com/downloads/claim/first\\_notification\\_sheet.pdf](http://www.the-mplc.com/downloads/claim/first_notification_sheet.pdf)
- Contact information  
<http://www.the-mplc.com/contactus.php>

#### ***DISCLAIMER:***

***This guide to The MPLC Claims Handling Service is provided for general information purposes only. For specific advice and information regarding the terms and conditions of your insurance policy please consult your policy wording or contact your insurance advisor.***



## 24/7 Legal Advice & Notification Procedures

The MPLC provides a 24 hour / 7 days-a-week legal advice line which is manned by medical professional liability lawyers from Kennedys.  
([www.kennedys-law.com](http://www.kennedys-law.com)).

### 24/7 Legal Advice

If you require any legal advice which relates to the provision of Medical Services which may give rise to a Claim please contact:

#### ***During business hours (09:30 – 17:30 L.S.T.)***

##### **Worldwide** (Excluding Australia & Far East)

Nico Fabri / Janet Sayers

Telephone: 020 7667 9667 (UK Clients)  
or +44 20 7667 9667 (International Clients)

##### **Australia & Far East**

The Duty Lawyer

Telephone +44 1603 481241

#### ***Outside business hours***

The Duty Lawyer

Telephone: 01603 481241 (UK Clients)  
or +44 1603 481241 (International Clients)

***When telephoning please have your MPLC policy reference available  
and state that you are a MPLC policy holder.***

### Notification Procedures

To notify a Claim, please complete the attached form ([www.the-mplc.com/downloads.php](http://www.the-mplc.com/downloads.php))  
and send it by email or fax to:

Facsimile: UK Clients 0845 127 5071

International Clients + 44 845 127 5071

Email: [claims@the-mplc.com](mailto:claims@the-mplc.com)

***Thank you***





## First Notification Sheet For Medical Professional Liability Claims

***Privileged & Confidential***  
***Prepared For Underwriters And/Or Their Legal Representatives***  
***In Contemplation Of Actual Or Anticipated Legal Proceedings***

*To be completed by Risk Manager/Company Secretary/Legal/Claims Department or similar person responsible for claims handling. Underwriters require the following basic information in order to confirm Policy response on new notifications and for compliance with Practice directions and Pre-action Protocols issued and approved from time to time by the Civil courts.*

*If you require more space for any of the answers, please use the 'Further Comments field on the 3<sup>rd</sup> page.*

1. Insured:	<input type="text"/>
2. The MPLC Policy Number:	<input type="text"/>
3. Individual Member or Location:	<input type="text"/>
4. Date of receipt of first communication or verbal complaint from third party:	<input type="text" value="DD / MM / YYYY"/>
5. Date of Writ/Proceedings: (If applicable)	<input type="text" value="DD / MM / YYYY"/>
6. Date Incident Report Completed	<input type="text" value="DD / MM / YYYY"/>
7. Patient's Name:	Surname: <input type="text"/> Forename: <input type="text"/>
8. Sex of Patient:	MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>
9. Date of Birth:	<input type="text" value="DD / MM / YYYY"/>
10. Occupation:	<input type="text"/>
11. Age at Incident Date:	<input type="text"/>
12. Marital Status:	SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED <input type="checkbox"/> WIDOWED <input type="checkbox"/> COMMON LAW <input type="checkbox"/>
13. Number of Dependents:	<input type="text"/>
14. Date of Admission:	<input type="text" value="DD / MM / YYYY"/>
15. Date(s) of Treatment:	From: <input type="text" value="DD / MM / YYYY"/> To: <input type="text" value="DD / MM / YYYY"/>
16. Date of Discharge	<input type="text" value="DD / MM / YYYY"/>

*If transferred to another Hospital (if information is available)*

17. Date of Admission:

18. Date of Discharge:

19. Claimant's Name:    
*(If different from patient):*

20. Claimant's relationship to patient:

21. Brief Description of Facts/Type of Injury sustained:

22. Allegations of Negligence:

23. Amount claimed (if known) including heads of damage:

24. Present Condition and Prognosis (if known):

25. Practitioner(s) and other parties involved:

Name	Employee / Independent Contractor	Medical Defence Organisation / Insurer	Membership / Policy No	Cover in Place
				Y/N
				Y/N
				Y/N
				Y/N
				Y/N

*If there are additional parties involved, please provide information on a separate sheet.*

26. Was your retainer/contract for services evidenced in writing: YES  NO

27. If so, please attach a copy, if not please provide details of the service undertaken:



28. Further Comments

[Empty box for further comments]

**Important Note**

**Please supply a copy of all correspondence pertaining to the claim, together with all documentation and medical records relating to the treatment in question.**

The Insured is respectfully reminded of the Policy and accordingly that no details of the Policy may be disclosed, nor may liability be admitted, arrangement, offer, promise or payment be made, or cost or expense incurred by the Insured without the written consent of the Underwriters.

The Insured's attention is also drawn to the requirement under the Policy to provide Underwriters with IMMEDIATE NOTICE OF CLAIMS OR CIRCUMSTANCES which are likely to give rise to a claim. Accordingly, if the Insured is unable to complete all sections of the Notification Sheet, this should not delay its despatch to Underwriters and any further information or material can be provided as soon as possible thereafter.

In the event that this FNF includes personal data of third parties, including personal data in the special categories, you must ensure that you are compliant with your legal obligations arising from the EU General Data Protection regulation ("GDPR") or equivalent local legislation. A statement of these obligations on which we shall rely and the data processing carried out by the MPLC can be found at <https://www.the-mplc.com/privacy.php?f=fnf>.

Name: ..... Position: .....

For and on behalf of: ..... Signed: .....

Date: .....

Once completed, please send this form immediately to The MPLC

**By email: [claims@the-mplc.com](mailto:claims@the-mplc.com)**

By fax: +44 (0)845 127 5071

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