



Medical Malpractice and Public Liability Insurance for Paramedics

james hallam

Insurance Brokers

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Introduction

Whilst the majority of Paramedics are employed in the United Kingdom by the NHS Ambulance Service, a growing number are practicing independently in both the Public and Private Sectors. Such Paramedics will be personally accountable for delivery of their medical services and will require the protection of insurance or other medical indemnity arrangements to deal with claims arising from alleged clinical negligence. Anyone working in general practice delivering NHS Services should check their entitlement to the indemnity arrangements provided by the Clinical Negligence Scheme for General Practice introduced 1st April 2019.

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

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

To meet the growing demand for paramedical liability insurance we have a team of highly experienced insurance advisers with specialist knowledge of Healthcare Professions to advise on Medical Malpractice Insurance.

Who are we?

James Hallam is a specialist insurance broker in the provision of Medical and Professional Liability insurance for Healthcare Professionals. We are retained by some of the U.K.'s leading professional bodies, including the College of Paramedics, to manage insurance schemes which are provided as a membership benefit.

Our contact details are:

James Hallam
Saxon House
Duke Street, Chelmsford
Essex CM1 1HT

Telephone Number: 01245 321185

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James Hallam is a Trading Name of James Hallam Limited which is authorised and regulated by the Financial Conduct Authority (FCA)

James Hallam Limited is registered in England.

Registered number 1632840. Registered Office: 156 South Street, Dorking, Surrey RH4 2HF.

Who are the Insurers?

This Insurance Scheme is underwritten by Allied World Assurance Company (Europe) DAC, rated A (excellent) by AM Best Company, A- (strong) by Standard and Poor's, and A3 (good) by Moody's. The company also operate a Lloyds Syndicate 2232. Allied World Healthcare provide specialised solutions for the global healthcare market offering bespoke solutions and an expert claims service. They have built a worldwide healthcare reputation on the foundation of delivering superior risk reduction programmes, and working closely with organisations they insure.

Allied World Assurance Company (Europe) DAC
20 Fenchurch Street
London
EC3 M 3BY

Allied World Assurance Company (Europe) DAC is regulated by the Central Bank of Ireland

Summary of Cover

The Summary is designed to provide an overview of the most important features of the policy, but does not take precedence over the terms and conditions contained in the Policy which will be provided with a formal quotation or can be seen online at www.jameshallam.co.uk/promed

It is important you read and understand the cover provided before proceeding with this insurance.

Medical Malpractice

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

- Representation at Coroner's inquest
- Defence costs for Abuse claims
- Manslaughter Defence Costs
- Indemnity to Principal cover
- Public Relations Costs to reduce adverse publicity
- Vicarious liability for the negligence of students, volunteers or trainees for which the Insured is legally liability
- Loss of Documents
- Data Protection breaches or misuse of private information
- Defamation
- Breach of Professional Confidentiality or infringement of copyright

The above covers are subject to sub-limits and excess as detailed in the Policy Schedule.

Public Liability Insurance

Cover for claims relating to bodily injury (caused other than by treatment or negligent advice to patients) or property damage arising from the activities insured or Samaritan Acts.

Basis of Cover

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

Retroactive Cover

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

Run-off Cover

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

Excesses

In some circumstances the insured will be responsible to pay the first fixed amount of any claim. If applicable such amount will be shown as the "Excess" in the quotation and policy schedule.

Limits of Indemnity

Applicants are advised to select the highest affordable limit of cover. Please see the Application Form for options available (the policy also contains sub-limits on some of the extra covers provided) .

Activities Insured

Good Samaritan Acts and all activities within the insureds individual scope of practice and as declared to and approved by Insurers.

Excluded Activities

Claims arising from the following are excluded:-

- Any work outside the Insured's individual scope of Practice or any activity not declared to Insurers
- Any activities which pre-date the start date of the Policy or the retroactive date
- Any work covered by other insurance or indemnity provisions
- Independent Prescribing unless declared to and approved by Insurers, HCPC registration and any additional premium paid.

The policy wording issued with the Quotation contains full details of the terms, exclusions & conditions of cover.

Important Special Conditions

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

- All qualified Paramedics must be registered with the Health & Care Professions Council (HCPC) at the date of treatment and with any regulatory body outside of the UK where legally required for any work undertaken in overseas territories.
- The policy must be in force on the date a claim or potential claim is notified.

Geographical Limits

World wide

Jurisdiction Territories

Claims will only be considered if brought within the jurisdiction of a UK court or courts of Northern Ireland, Isle of Man and the Channel Islands.

Policy Definitions

It is important to refer to the Definitions contained in the Policy before proceeding with this insurance

Notable Exclusions

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

- from circumstances known to the Insured or malpractice occurring prior to the start of the Policy
- where insurance or indemnity is provided elsewhere
- from the sale, supply, alteration or distribution of products
- from the liabilities of an Employer
- from clinical trials or research projects
- from the defence of any regulatory, disciplinary, professional misconduct proceedings or investigations
- from any act, error or omission which occurred prior to the Policy retroactive date
- where the Insured is not registered with the Health & Care Professions Council (HCPC) and where registration is a legal requirement
- Independent Prescribing unless declared to and approved by Insurers, HCPC registration annotated, and any additional premium paid.

Other exclusions will apply as this list is not exhaustive, and will be contained in the policy wording provided with the Quotation when issued

Record Keeping

The Insured must maintain accurate records of all professional services and equipment used for at least 10 years from the date of treatment (in the case of minors 10 years after the minor attains the age of majority) and indefinitely in the case of patients without legal mental capacity.

Complaints Procedure

Whilst all reasonable care has been taken in the producing this summary, any complaints should be directed to:-

Andrew Hall

James Hallam
Saxon House
Duke Street, Chelmsford
Essex CM1 1HT

Telephone Number: 01245 321185

Email: complaints@jameshallam.co.uk

The company's Terms of Business and Privacy Notice are available on our website www.jameshallam.co.uk or is available upon request.

Financial Conduct Authority (FCA)

James Hallam Limited is registered in England. Registered number 1632840.

Registered Office: 156 South Street, Dorking, Surrey RH4 2HF This registration can be checked by visiting the FCA's website www.fca.gov.uk/register or by contacting the FCA on 0845 606 1234.

Claims Reporting

The Insured must not disclose to any person or organisation any of the terms of the Policy without written consent of Underwriters.

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

The Insured must notify either James Hallam or the insurers as soon as they become aware of any circumstances that could lead to a claim under the Policy or receive notification of any formal claim.

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

Appendix 1

Occupational Glossary

For the purposes of this Scheme the following occupational terminology will apply.

Please ensure your qualification level is correctly inserted in the application form and renewal declaration.

Paramedic

Qualification Level 6 – Bachelor of Science Degree (BSc)

Healthcare professional, registered with the Health & Care Professions Council (HCPC) under "Paramedic" by completing an approved programme of study.

Specialist Paramedic

Qualification Level 7 – Post Graduate Certificate or Post Graduate Diploma

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

Advanced Paramedic

Qualification Level 7 - Master of Science Degree (MSc)

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

Consultant Paramedic

Education Level 8 - Doctor of Philosophy Degree (PhD)

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

Non HCPC Registered Clinician

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