

**SUMMARY OF COVER**  
**MEDICAL AND PUBLIC LIABILITY INSURANCE FOR HEALTHCARE CLINICS.**  
**COMPLEMENTARY THERAPISTS, HEALTHCARE & FITNESS PROFESSIONALS**

This commercial insurance policy underwritten by RSA is designed to meet the demands and needs of Private Limited Companies, Partnerships or Sole Traders who wish to insure for claims arising from Medical Malpractice or accidents occurring during the course of their business activities.

**WHAT IS INSURED**

Up to the limits of indemnity shown in the Certificate against legal liability for damages in respect of:-

- a) Medical Malpractice
- b) Accidental Injury to any person
- c) Accidental loss of or damage to property
  - Happening during the period of insurance in connection with the business insured or any previous period for which retroactive cover has been agreed

Other covers include:-

- Claimants costs and expenses
- Representation at any coroner's inquest
- All other legal costs and expenses arising from a claim under this policy with the insurer's consent.
- Loss of documents up to £100,000
- Treatment of livestock, bloodstock and domestic animals subject to a limit of £500,000 for claims relating to bloodstock animals in any period of insurance
- Advertising injury
- Automatic acquisitions (subject to activities falling within the business description stated in the Certificate or as amended and any acquisition not exceeding a turnover in excess of 10% of the policyholder's annual turnover or £10,000,000 whichever is the less)
- Clean-up costs in the event of sudden pollution or contamination
- Compensation for court attendance
- Damages arising from breach of Defective Premises Act 1972
- Vicarious liability for the negligence of sub-contractors provided they have their own Medical Malpractice, Professional Indemnity and Public Liability insurance which insures a limit of indemnity no less than insured under this policy.

**WHAT IS NOT INSURED**

- Treatment by physiotherapists of Professional Footballers after the 1<sup>st</sup> July, 2015 who are:-
  - a) Currently part of any National Team or Squad
  - b) Employed by or otherwise contracted to any Club playing in the top two divisions of any Professional Football League (including for the avoidance of doubt players on loan from such Clubs to lower league clubs).

This exclusion also applies to treatments where you or any employee or sub-contractor provide insured activities to any other Professional Footballer or Club **under a formal agreement or contract.**

This exclusion does not, however, apply to treatments involving Samaritan Acts, Disability or Female Footballers or Players in the Welsh or Northern Ireland Professional Footballer Leagues or Football Leagues in the Channel Islands or the Isle of Man.

- The first £250 of any property damage claim is excluded
- The policy does not cover fines or penalties
- No cover applies for the sale or supply of herbal products unless they have been obtained from a bona fide U.K. or European based provider and all legislation in relation to the distribution of these products is met.

- No claims are covered arising from abuse or sexual conduct (but legal defence costs will be provided in respect of allegations which are not proven or admitted up to a maximum of £25,000 in any period of insurance).
- No cover is provided for Criminal Libel.
- The policy excludes advice, treatment or prescription provided by conventional Medical Practitioners.
- Employers Liability - The policy does not provide any cover for claims made against you in respect of any injury to any employee arising out of and during their employment with you. If you have employees, locums, volunteers, students or others engaged by you, please contact us to talk about Employers Liability insurance. No cover is provided for liabilities which should be insured under other types of policies, such as Motor Insurance, Directors and Officers Liability, Cyber or Employment Practices Liability.

#### **WHERE DOES COVER APPLY**

Cover includes insured activities undertaken in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and elsewhere in the World up to a maximum of 90 days in any 12 month cycle, but excludes:-

- Any work undertaken in Australia, unless for the treatment of British Teams, British Athletes or British Organisations with whom the policyholder is travelling
- Treatment of U.S. or Canadian Nationals in the U.S.A. or Canada
- Any claims brought outside the jurisdiction of a U.K. Court

#### **LIMITS OF INDEMNITY**

The maximum payable under this policy is the limit of indemnity as shown in the Policy Certificate.

For the purposes of this insurance all claims arising from any one or a series of occurrences consequent upon or attributable to one source or original cause will be regarded as a single claim.

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

#### **IMPORTANT CONDITIONS**

It is a condition of this policy that all healthcare professionals – whether Directors, Partners, Employees or sub-contractors, working within your business are suitably qualified and maintain registration with any statutory regulatory body where required. It is also a condition that all self-employed persons or sub-contractors hold Medical and Public Liability insurance in their own name to the same level of this policy.

This Summary is not intended to be exhaustive and does not in any way alter the Terms and Conditions of the policy. In the event of conflict the Terms and Conditions of the policy will take precedence over this summary. The policy may also contain warranties and conditions precedent to liability, compliance of which is necessary to maintain the validity of cover. You are strongly recommended to read such conditions and warranties and advise us if compliance is not possible.

**This scheme is underwritten by Royal & Sun Alliance Insurance plc and arranged by**

**James Hallam**

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

Tel: 01245 321185

Email: [promedschemes@jameshallam.co.uk](mailto:promedschemes@jameshallam.co.uk)

**Royal & Sun Alliance plc (No. 93792)**

**Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority**

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 2HFp



Broker at **LLOYD'S**