



PROFESSIONAL AND PUBLIC LIABILITY INSURANCE

SCHEME FOR MEMBERS OF THE

BRITISH & IRISH ORTHOPTIC SOCIETY

1ST July 2021 to 30th June 2022

This document is designed as a quick reference summary of cover only. For the full policy terms and conditions, please read the MPLC Medical Professional Liability policy, and the Travelers Insurance Co. Limited Public/Products Liability policy, both of which are available from the member's section of the BIOS website or the Orthoptic section of the Broker's website via the link: www.jameshallam.co.uk/promed/bios-members.

This summary of cover is not intended to be exhaustive and does not in any way alter the terms and conditions of the Medical Professional or Public Liability Policies. In the event of any conflict, the terms and conditions of these policies will take precedence over this summary of cover.

Medical Professional Liability insurance

Insurance Period:	1st July 2021 to 30th June 2022
Insurer:	The Policy is underwritten by Certain Syndicates at Lloyds on behalf of MPLC Limited and MPLC Ibex Europe
Policy No:	20B/00005320/00 attaching to Delegated underwriting Contract Number B1392BWIA206065 in respect of The British & Irish Orthoptic Society (BIOS) and Individual Members domiciled in the United Kingdom and the Clinical and Non-Clinical Advisory Groups (as detailed in Schedule 'A') (Non-EEA) and B1392BWIA201133 In respect of Individual members domiciled in The Republic of Ireland (EEA)
Basis and Scope of Cover:	<p>Claims Made (that is to say the policy will only respond to claims reported to the MPLC during the currency of the policy)</p> <p>Members are insured for work undertaken within the scope of Orthoptic practice from the date of joining the British and Irish Orthoptic Society (BIOS), and subsequently during their period of membership, provided claims are notified to the relevant insurer at the date of claim.</p>
Retroactive Date:	Only work undertaken from the date of BIOS membership is insured subject to claims being notified during the currency of the policy.
Excess:	There is no excess payable by members in respect of any claim under the Medical-Professional Liability policy. A £5,000 excess applies to claims under the Financial Loss coverage.
Limit of Liability:	<p>£2,500,000.00 Any One Claim (including costs and expenses)</p> <p>£5,000,000.00 in the annual aggregate (including costs and expenses)</p> <p>The above limits apply to each eligible member.</p> <p>Sub limits of Liability:</p> <p>Loss of Documents - £250,000.00 Limit of Liability in the aggregate</p> <p>Breach of Professional Confidentiality - £250,000.00 Limit of Liability in the aggregate</p> <p>Libel and Slander - £250,000.00 Limit of Liability in the aggregate</p> <p>Defence Costs for infringement of the Data Protection Act 2018 or GDPR - £100,000.00 Limit of Liability in the aggregate</p> <p>Supply of Products to Patients - £2,500,000.00 Limit of Liability in the aggregate</p> <p>Pure Economic Loss – £2,500,000.00 Limit of Liability in the aggregate</p> <p>Internet Extension – £2,500,000.00 Limit of Liability In the aggregate</p> <p>Financial Loss Cover - £1,000,000 Limit of Liability in the aggregate (this section applies to BIOS only)</p>

The above sub limits apply to each member for all claims in any one period of insurance.

Who Benefits from this Policy?

- (a) Any qualified member of the British and Irish Orthoptic Society
- (b) Any member who is a student, Orthoptic assistant or technician providing Orthoptic Services delegated by a registered Orthoptist.
- (c) Any retired or non-practising member (both in respect of their previous work whilst a practising member and any current work within the scope of Orthoptic practice not requiring HCPC registration or any other licence to practice)
- (d) The following Clinical & Non-Clinical Advisory Groups

Falls
Glaucoma
Medical Retina
Neuro Orthoptics and Ophthalmology
Special Educational Needs
Stroke and Neuro Rehab
Vision Screening
Visual Processing Difficulties
Low Vision
Paediatric Ophthalmology
E-Health
Medicines
Global Involvement and Volunteering for Eyes (GIVE)
Private Practice
Leaders of Orthoptic Professionals (LOOP)
Public Health Group

- (f) The heirs, executors, legal or personal representatives of any deceased member
- (g) The principal of any member, but not their employer, except where the employer is an entity owned 100% by the member and the member is the only practitioner, and the claim relates to the member's negligence.
- (h) British & Irish Orthoptic Society
- (i) Any UK based and registered partnership (but not a limited liability partnership LLP) comprising solely of BIOS members carrying out Clinical Services within the defined territories.
- (j) Any UK based and registered Limited Liability Partnership with a turnover or revenue of no more than GBP 75,000 comprising solely of BIOS members carrying out Clinical Services within the defined territories.

Insured Medical Services:

The scope of Orthoptic practice as defined and interpreted by the British and Irish Orthoptic Society.

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, the Isle of Man or Republic of Ireland shall only be provided if the Member;-

- Maintains registration with any statutory regulator where required on the date of treatment.

Territorial Limits continued:

- Is ordinarily or temporarily resident in Great Britain, Northern Ireland, Channel Islands, the Isle of Man or the Republic of Ireland. For Members who are *temporarily* resident in Great Britain, Northern Ireland, Channel Islands, Isle of Man, or the Republic of Ireland, no cover shall be provided hereunder for any **Orthoptic Services** which are provided within their own Country of domicile
- Does not provide **Orthoptic Services** in Australia, other than when visiting with individual British based clients, British based teams, British based Athletes, or similar such British based entities, which retain BIOS members for the provision of **Orthoptic Services**, for their own needs. It is understood and agreed that for the avoidance of doubt such British based organisations may include other nationals.
- Does not provide any **Orthoptic Services** to any USA or Canadian nationals in the USA or Canada.

There is no cover under this policy 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.

The 180 day restriction does not apply to any member deployed overseas for and on behalf of the UK Ministry of Defence

Notable Conditions:

- It is a condition of this insurance that each member holds a valid licence to practice in all territories insured by this policy and in which the member is providing Orthoptic services, and maintains registration with any relevant regulatory body.
- Members must maintain statutory registration with any relevant regulatory body in the U.K. or Republic of Ireland, when deployed for or on behalf of the UK Ministry of Defence or visiting territories outside of Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland, with British based clients, British based teams, British based athletes or similar British based entities or organisations which retain members for Orthoptic services for their own needs..

Notable Conditions continued:

- The maximum period of cover for work outside Great Britain is limited to 180 days in any 12 month period, (except Members deployed for and on behalf of the UK Ministry of Defence)
- Orthoptic assistants and technicians are covered whilst undertaking Work within the BIOS scope of Orthoptic practice delegated to them by a Registered Orthoptist

Run-Off Cover:

The policy provides Run-off cover to members and former members in respect of claims resulting from their earlier Orthoptic work whilst a BIOS member, provided such claims are reported during the period of this policy.

Notable Exclusions (Please note that this list is not exhaustive and the full policy documentation is available upon request).

This policy does not cover:

- Any activities prior to the date of becoming a BIOS member
- The member's vicarious liability for any orthoptist who is not a member of the British and Irish Orthoptic Society or registered with any relevant regulatory body.
- Claims which are covered by other insurances or indemnities.
- Any claim against members practising illegally or without a licence to practise (except when deployed overseas for and on behalf of the UK Ministry of Defence or when travelling overseas with British teams or organisations—see "Licensing & Registration" Clause above).
- Any services outside the scope of Orthoptic practice.
- The treatment of animals.
- Any claim against members in their capacity as a Director or Officer of any organisation.
- Any liability assumed under contract which goes beyond the duty to use such skill and care as is usual in the conduct of the member's profession.
- Any claim arising from allegations of actual or attempted sexual relations, sexual contact or intimacy, harassment or exploitation
- Any claim arising from clinical trials or research projects (unless approved by or conducted in accordance with any conditions or approvals made by properly constituted ethics committee)

Run-Off Cover:

Notable Exclusions continued:

- Any claim involving infringement or copyright, patent, registered design, trade mark, or passing off and/or other intellectual property rights.
- Any fines, penalties, punitive, aggravated or exemplary damages.
- Claims from employees or other persons engaged by members, including students on work experience placements (for which members should consider separate Employers Liability Insurance)
- Any claims arising from the negligence, error or omissions of firms or corporate entities formed by members or otherwise, (other than those businesses which fall within the definition of an insured).

(It should be noted this policy includes an Indemnity to Member's Principals arising from the member's negligence whilst working within the scope of Orthoptic practice. This extension does not however include any principal where the member is an employee, except where the employer is an entity owned 100% by the member, the member is the only practitioner and any claim relates only to the member's negligence).

- Any deliberate or wilful misconduct, dishonest, fraudulent or criminal act, or any activity whilst the member is under the influence of intoxicants or narcotics.
- For the avoidance of doubt, any members who are also medical practitioners are covered for claims but only which arise from their practice as an orthoptist.
- The policy excludes all claims brought within the jurisdiction of any Australian, USA or Canadian court.

Optional Insurances

Corporate Liability Cover

The BIOS member's scheme does not include cover for corporate entities, which fall outside the definition of an insured. Members are advised to obtain independent legal and insurance advice for the insurance of corporate entities, or by contacting the BIOS's brokers on 01245 321185, email: promedschemes@jameshallam.co.uk

Practice Insurance

The BIOS scheme does not include any cover relating to business risks such as insurance of business income, assets, money, Employers' Liability and Commercial Legal Expenses. Members working from home or from commercial premises are advised to obtain insurance for such risks by contacting a specialist insurer, or the BIOS's broker on 01245 321185, email: promedschemes@jameshallam.co.uk

Non Orthoptic Activities

The BIOS scheme only provides cover where members are working within the scope of Orthoptic practice. Members qualified to undertake other activities are recommended to obtain separate insurance from appropriate insurers, or from the Society's brokers, 01245 321185, email: promedschemes@jameshallam.co.uk or by visiting their website, www.jameshallam.co.uk/promed/bios-members.

Members Public/Products Liability Insurance

As a member of the British and Irish Orthoptic Society, you receive the following insurances as part of your membership benefits:-

Insurance Period:	7th February 2022 – 6th February 2023
Insurer:	Travelers Insurance Co. Limited
Policy No.:	UC PMH 3468379
Cover:	Public and Product Liability insurance including:- (a) Claims for which members become legally liable to pay as compensation for and arising out of accidental injury (other than by treatment or advice), or damage to property (other than property owned by or in the custody of members), from activities within the scope of Orthoptic practice. (b) Legal costs for the defence of any criminal proceedings arising from breach of: <ul style="list-style-type: none">- The Consumer Protection Act 1987- Health & Safety at Work Act 1974- Food Safety Act 1990 (c) Liability arising from the terms of the Defective Premises Act 1972. (d) Liability arising from the Data Protection Act or GDPR (e) Any principal for whom the member is carrying out work under a contract or agreement for which the member would have been entitled to indemnity under this policy if the claim had been made against the member direct. (f) Liability incurred in their personal capacity whilst members are engaged in non-manual visits outside of the United Kingdom.
Basis of Cover:	This policy is arranged on “Occurrence Basis” which means the policy applying at the time of the incident will respond to any subsequent claims, regardless of the date when a claim is made.

Limit of Indemnity:

£5,000,000 any one occurrence and in respect of Pollution and Product Liability claims, a total of £5,000,000 in aggregate any period of insurance. The limits of indemnity apply to the policy overall and *not* per member.

Increased Indemnity Option:

None available.

Who benefits from this Policy?

- (a) Any qualified member of the British and Irish Orthoptic Society
- (b) Any student member providing Medical Services delegated by a registered orthoptist or other healthcare professional.
- (c) Any Orthoptic assistant or technician
- (d) The following Clinical and Non-clinical Advisory Groups

- Falls
- Glaucoma
- Medical Retina
- Neuro Orthoptics and Ophthalmology
- Special Educational Needs
- Stroke and Neuro Rehab
- Vision Screening
- Visual Processing Difficulties
- Low Vision
- Paediatric Ophthalmology
- E-Health
- Medicines
- Global Involvement and Volunteering for Eyes (GIVE)
- Private Practice
- Leaders of Orthoptic Professionals (LOOP)
- Public Health Group

- (e) The heirs, executors, legal or personal representatives of any deceased member
- (f) Any UK based and registered partnership (but not a limited liability partnership LLP) comprising solely of BIOS members carrying out Clinical Services within the defined territories.

Activities Insured:

The scope of Orthoptic practice as defined and interpreted by the British and Irish Orthoptic Society.

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, the Isle of Man or Republic of Ireland shall only be provided if the Member;-

Territorial Limits continued:

- Maintains registration where required with any statutory regulator on the date of treatment and is ordinarily or temporarily resident in Great Britain, Northern Ireland, Channel Islands, the Isle of Man, or the Republic of Ireland. For Members who are *temporarily* resident in Great Britain, Northern Ireland, Channel Islands, Isle of Man, or the Republic of Ireland no cover shall be provided hereunder for any **Medical Services** which are provided within their own country of domicile
- Does not provide **Medical Services** in Australia, other than when visiting with individual British based clients, British based teams, British based Athletes, or similar such British based entities, which retain BIOS members for the provision of **Medical Services**, for their own needs. It is understood and agreed that for the avoidance of doubt such British based organisations may include other nationals.
- 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.
- The 180 day restriction does not apply to any member deployed overseas for and on behalf of the UK Ministry of Defence.

Notable Exclusions:

- Loss of or the provision of wrongful information, in or from computer programmes, tapes or data recording equipment.
- Liability in respect of bodily injury sustained by an employee or others engaged by members including students on work experience (placement) for which Employers Liability insurance will be required.
- Liability for financial losses.
- Bodily injury arising from any act or omission in the provision of or failure to provide professional healthcare services.
- Liability arising out of advice, design, planned formula, specification or omission to perform a professional duty provided for a fee, or in circumstances where a fee would normally be charged.

Notable Exclusions continued:

- Any abuse claims exceeding £1,000,000 in aggregate in any period of insurance (this limit applies to the policy overall, not per member).
- The first £250 of any damage to third party property.

Coronavirus Diseases Exclusion – Effective from 7th February 2021:

The Company shall not be liable to indemnify the Insured in respect of any liability cost or expense arising out of directly or indirectly resulting from caused by contributed to attributed to or in any way related to

- (a) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) or
- (b) Coronavirus Disease 2019 (Covid-19) or
- (c) any mutation or variation of any of (a) or (b) above and including
 - i. the fear or threat (whether actual or perceived) of or
 - ii. any action taken in controlling preventing suppressing or in any way relating to any outbreak of or
 - iii. (iii) any supervision instructions recommendations warnings or advice given or which should have been given in connection with

such coronavirus diseases in (a) or (b) above and any mutation or variation thereof

Subject otherwise to the terms conditions and exclusions of the Policy

Communicable Disease Exclusion. (First Party Coverages) – Effective from 7th February 2022:

The following general exclusion is added to the Policy:

In respect of the insurance provided by any First Party Section of the Policy where operative, the Company will not be liable in respect of any loss, destruction, damage, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from or in consequence of a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing, any cost to clean-up, detoxify, remove, monitor or test:

- (a) for a Communicable Disease; or
- (b) any property insured under any First Party Section of the Policy that is affected by such Communicable Disease.

Provided that this exclusion shall not apply in respect of subsequent Damage, or loss resulting from interruption to or interference with the Business in consequence of subsequent Damage, not otherwise excluded, which itself results from:

(i) fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, impact by any vehicle or animal including impact by any rolling stock or crashes collisions derailments or other similar accidents, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic or volcanic disturbance or eruption, subsidence, ground heave, landslip, theft, escape of water, tsunami, flood, storm surge, water damage, liquefaction, freeze, ice storm, weight of snow or ice, avalanche, sprinkler leakage, riot or civil commotion; or

(ii) an act of terrorism (as defined in the Policy) within England, Wales or Scotland;

and only where specifically insured by this Policy.

For the purpose of this exclusion the term Damage means as defined in the applicable general definition or Section definition of the Policy. The following terms will have the following meaning. If a term below is also defined in the Policy, the definition below replaces that definition for the purposes of this exclusion.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

(a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;

(b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and

(c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

First Party Section means any section or coverage forming part of the Policy covering material assets or tangible property owned by the Named Insured or for which they are legally responsible and being the subject matter of the insurance, or covering loss resulting from interruption to or interference with the Business.

Subject otherwise to the terms, conditions and exclusions of the Policy.

Partnerships and Corporate Entities

The Public Liability insurance applies only to *individual members* including non LLP Partnerships operating within the *scope of Orthoptic practice*. All other entities including partnerships, companies and organisations comprising BIOS members or otherwise, are recommended to obtain separate insurance cover from a specialist insurer or the BIOS's broker on 01245 321185, email: promedschemes@jameshallam.co.uk or by visiting the Orthoptic section of their website, www.jameshallam.co.uk/promed/bios-members.

Non Orthoptic Activities

This cover relates to the scope of Orthoptic practice only. Members undertaking other activities are advised to consult a suitable insurer or the BIOS's broker on 01245 321185, email: promedschemes@jameshallam.co.uk or by visiting the Orthoptic section of their website, www.jameshallam.co.uk/promed/bios-members.

Claims Reporting

Members becoming aware of any circumstances which may lead to a potential claim, or receiving a notification of claim must immediately notify the BIOS's brokers (see below for contact details). A claim notification form together with guidance notes will then be issued and must be completed and returned to the brokers within seven days, together with any other relevant information including copies of all correspondence and details of the complaint or allegations being made. On verification of BIOS membership, statutory registration, and the scope of practice, the brokers will pass the claim to the insurers for attention.

Important Notes for Claims & Records

- Members are obliged to provide all information, documents and assistance that may be required to investigate any claim against them and assist in the defence of any claim.
- Members must retain all medical records for a reasonable period after completion of any treatment. The minimum period for which members must maintain records is **six years** after completion of any treatment, or in the case of treatment of minors, **six years** from their 18th birthday. Members must maintain medical records for longer periods if it is considered reasonable to do so, or where required by law.
- Members must not admit liability without the written consent of Underwriters or the Solicitors acting on their behalf, nor by way of an act or omission do anything which may compromise the Underwriters ability to defend a claim, nor make any payment, nor incur any costs or expenses which are not authorised by the Underwriters.
- Any claims incidents or circumstances not promptly reported could fall outside the permitted time scales for registering claims. In such circumstances the BIOS or their insurance brokers cannot held responsible if such delays invalidate the cover provided.

Claim Notifications

All notifications must be reported to the BIOS's brokers:

James Hallam,
Saxon House
Duke Street
Chelmsford
CM1 1HT

Tel: No. 01245 321185

Email: promedschemes@jameshallam.co.uk

Website: www.jameshallam.co.uk/promed/bios-members

Insurance and Scope of Practice Enquiries

Please note the Society's brokers are not authorised or qualified to make judgements on the scope of Orthoptic practice. Such enquiries should be directed to the appropriate department of The British and Irish Orthoptic Society.

Members are requested that they satisfy themselves the cover provided under the scheme affords appropriate and adequate insurance protection for their professional activities. Please consult the Society's brokers for options on increased limits or extended covers.

This document has been produced by the Society's brokers, and members should therefore direct all enquiries relating to insurance directly to the Society's brokers:-

James Hallam,
Saxon House
Duke Street
Chelmsford
CM1 1HT

Tel: 01245 321185

email: promedschemes@jameshallam.co.uk

website: www.jameshallam.co.uk/promed

James Hallam Limited Saxon House Duke Street Chelmsford CM1 1HT (James Hallam Limited is a Subsidiary of Seventeen Group Limited)

Authorised and regulated by the Financial Conduct Authority.



James Hallam Limited is registered in England.

Registered number 1632840.

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

Complaints

Whilst all reasonable care has been taken in compiling this Insurance Scheme which provides Professional insurance for Members of the British and Irish Orthoptic Society operating within the scope of Orthoptic practice, any complaints should be directed to:

Andrew Hall at James Hallam House, Irongray Road, Dumfries, Scotland DG2 0HS.

Email: complaints@jameshallam.co.uk .

Financial Conduct Authority

James Hallam Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 134435. Our details may be confirmed on the Financial Services Register at www.fca.gov.uk/register/ or by calling 0800 111 6768

Policy Documents

Copies of the full policy wordings are available upon request or by visiting the BIOS's Members website, or the Orthoptic section of the brokers website www.jameshallam.co.uk/promed/bios-members. Members unable to access the internet may request copies of all documents by post.