



Liability New Business Schedule

Welcome to RSA.

You should read this Schedule in conjunction with your Statement of Fact.

These details are a record of the information provided to RSA. It is also essential that you read all of the clauses applying to your Policy as these contain important information that may affect your Policy cover.

Policy Number: **RTT269484**

Your Details:

Policyholder: Any declared member of the Chartered Society of Physiotherapy

Policyholder's Address: 3rd Floor South, Chancery Exchange, 10 Furnival Street, London, EC4A 1AB

Business: Physiotherapy as recognised by the Chartered Society of Physiotherapy and
(a) in respect of any Student or Associate Member who practices Sports
Massage where an appropriate qualification is held, and
(b) in respect of CSP Support Workers in respect of any healthcare activity
delegated by a regulated healthcare professional

Your Intermediary's Details:

Intermediary Name: James Hallam Insurance Brokers Limited

Address: 156 South Street, Dorking, Surrey, RH4 2HF

Intermediary Number: XT0686

Your Policy Dates:

Period of Insurance: From: 1st July 2024

To: 30th June 2025

Renewal Date: 1st July

In choosing this product and the level of cover you have not received any personal recommendations from RSA.

If there are any additional Policy-level Clauses applicable, these are shown below

Additional General Conditions/Claims Conditions

The following is added

12 Contract of Employment

The indemnity provided by this Policy is conditional upon each member, student or associate member being not being subject to a Contract of Employment where a more specific Public/Products Liability policy may be in place

Members, student or associate members employers' who seek contribution or to subrogate any claims as a result of any liability on behalf of any member shall be considered outside the scope, eligibility and intent of this policy

13 Silent Shareholders

The indemnity provided by this Policy extends to any Partnership or Limited Liability Partnership (LLP) where there is a Silent Shareholder

Additional Definitions

The following are added

29 Contract of Employment

Contract of Employment shall mean the nature of the Members' employment by another party being Physiotherapy or an associated modality as defined and recognised by the Chartered Society of Physiotherapists.

30 Member

A member is deemed to be any member of the Chartered Society of Physiotherapy (including LLP and non LLP partnerships comprising CSP members only) and students provided they are acting under the supervision of a qualified Physiotherapist, or person of equal professional status (except when the student is acting as a qualified Sports Massage Practitioner).

31 Silent Shareholders

Any parties that have a financial interest in the business but are not qualified clinicians and or formally qualified clinicians and nor are involved with the delivery of any Clinical Services

Additional Clauses

Irish Members

Notwithstanding any provision in this policy to the contrary this policy does not provide any indemnity for Irish members after the 1st January 2005, other than any work undertaken in the United Kingdom which forms part of a recognised physiotherapy course, and subject to membership of the Chartered Society of Physiotherapy

Territorial Limits

Notwithstanding any provision in this Policy to the contrary it is hereby noted and agreed that the cover by this does not apply in respect of

- (a) any liability arising from members permanently resident outside the United Kingdom or Ireland, other than those members who were overseas residents as at 1st January 1999, and who continue to pay a membership subscription in the requisite category of the Chartered Society of Physiotherapy,
- (b) any liability arising from members temporarily resident in the United Kingdom when practicing in their home country (other than foreign students undertaking a formal HCPC recognised physiotherapy undergraduate course in the UK, permitting elective placements in their home country),
- (c) any overseas work or elective placements exceeding 180 days in any 12 month period. This limit shall not apply to any member working temporarily overseas for the UK Ministry of Defence or Members working in Gibraltar or the Falkland Islands.

Liability Insurance

Section 1

Employers' Liability	Limit of Indemnity
Any one Event (excluding liability arising directly or indirectly out of Terrorism)	Not Insured
Any one Event arising directly or indirectly out of Terrorism	Not Insured

If there are any additional Clauses applicable to Employers' Liability Insurance, these are shown below

Section 2

Public / Products Liability	Limit of Indemnity
Any one Event	£10,000,000
All Events happening during any Period of Insurance in respect of products supplied	£10,000,000
All incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere	£5,000,000

If there are any additional Clauses applicable to Public / Products Liability Insurance, these are shown below

Policyholder's Contribution Section 2 Public / Products Liability

The indemnity provided by Section 2 is subject to a Policyholder's Contribution of £250 in respect of Damage to third party property only

Abuse & Sexual Conduct Exclusion

The indemnity provided by Section 2 will not apply to legal liability arising from Abuse

Definition

Abuse shall mean

- A) acts of hurting or injuring mentally or physically by maltreatment or ill-use or
- B) acts of forcing sexual activity rape or molestation or
- C) repeated or continuing contemptuous coarse or insulting words or behaviours

Sexual Conduct Exclusion

The indemnity provided by Section 2 will not apply to legal liability arising out of actual or alleged conduct involving acts of a sexual nature (even if consensual) including but not limited to sexual relations or other sexual contact sexual intimacy or assault sexual harassment inappropriate use of images or spoken or written words inducement or coercion into sexual activity sexual exploitation or any actual attempted or alleged improper relationship whether or not sexual or consensual.

Students on Work Placement with the Policyholder

It is hereby noted that Section 2 includes injury to any individual undertaking study or practice placement while under the supervision of the Policyholder providing they are not working under a Contract of Employment

Student Members on Work Placement

It is hereby noted that Section 2 includes cover in respect of any work undertaken by a student member subject to:

The student's practice placement being approved and overseen by a Practice Educator who must themselves:

- a) be a UK registered health care professional or social worker
- b) hold their own Public Liability insurance, either individually or through an employer which includes students under their practice supervision

in addition, where placements are outside of Great Britain Northern Ireland the Channel Islands or the Isle of Man each student will be supervised by a Physiotherapist who is

- a) based in the territory and
- b) where local registration requirements exist is registered to practice physiotherapy.

Republic of Ireland members

It is hereby noted that cover applies in respect of any declared HCPC registered Chartered Society of Physiotherapy member who is resident in the Republic of Ireland but is providing clinical services as part of their Business from premises in Northern Ireland.

For the avoidance of doubt, there is no cover for Republic of Ireland Members providing clinical services as part of their Business in the Republic of Ireland or elsewhere in the world.

Section 3

Legal Defence Costs

Limit of Indemnity

Part A

The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance

£ 250,000

Part B

The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance

£ 250,000

Section 4

Financial Loss

Not Insured
