



Market Reform Contract Document UMR:

23/00005727/00 & 23/00005727/01

BASRaT and its individual Members

(Members' Version V2)

## In respect of Section 1 - BASRaT and BASRaT Members domiciled in the United Kingdom (Non EEA)

### The Medical Professional Liability Company Limited

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

### Data Protection and Privacy - United Kingdom

*Who we are* - The MPLC Ltd 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/privacypolicy](http://www.the-mplc.com/privacypolicy) 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 our Data Protection Officer, Steve Ellis, by email at [steve.ellis@the-mplc.com](mailto:steve.ellis@the-mplc.com) or in writing at either of the address(es) below:

The Medical Professional Liability Company Limited  
Regal House,  
Queensway,  
PO Box 1446,  
Gibraltar

The Medical Professional Liability Company Limited  
20 St. Dunstan's Hill,  
London,  
EC3R 8HL,  
United Kingdom

### Concerns and Complaints

The MPLC Ltd 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 Ltd by email at [complaints@the-mplc.com](mailto:complaints@the-mplc.com) or writing at:

Head of Compliance  
The Medical Professional Liability Company Limited  
Regal House,  
Queensway,  
PO Box 1446,  
Gibraltar

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 Policyholder & Market Assistance Department at Lloyd's.

Lloyd's Complaints

Fidentia House,

Walter Burke Way,

Chatham Maritime,

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/resources-and-services/make-a-complaint/complaints-handling/uk-complaints-handling>

## In respect of Section 2 - BASRaT Members domiciled in the Republic of Ireland (ROI) (EEA)

### Specialist Risk Europe Limited

Specialist Risk Europe Limited trading as The MPLC, The Underwriting Exchange, MX Underwriting Europe, and LIME is regulated by the Central Bank of Ireland. We are also authorised and regulated by the Financial Conduct Authority (FRN 989072). Registered Office: 16 Fitzwilliam Place, Dublin 2. Registered in Ireland: No. 435879. Directors: A Butler, K Dignam, W Downey (UK), L Gilton, S O'Connor. The Company has a UK establishment at One America Square, 17 Crosswall, London EC3N 2LB under number BR009857. The MPLC's insurances are underwritten by Lloyd's Insurance Company S.A. ('Lloyd's Brussels').

### Data Protection and Privacy - Republic of Ireland

*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.specialistrisk.com/privacy-policy](http://www.specialistrisk.com/privacy-policy) 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 our Data Protection Officer, Kayleigh Benneworth, by email at [KBenneworth@specialistrisk.com](mailto:KBenneworth@specialistrisk.com) or in writing at :

Specialist Risk Europe Limited  
16 Fitzwilliam Place,  
Dublin 2,  
DO2 FF82,  
Ireland

### 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 email at [complaints@the-mplc.eu](mailto:complaints@the-mplc.eu) or writing at:

Head of Compliance  
Specialist Risk Europe Limited  
16 Fitzwilliam Place,  
Dublin 2,  
DO2 FF82,  
Ireland

We will investigate your concern or complaint and you should expect to receive a response within 14 (fourteen) days but no longer than 40 (forty) business days.

Complaints Department at Lloyd's in Republic of Ireland  
at:  
Lloyd's Ireland Representative Limited  
7/8 Wilton Terrace  
Dublin 2  
Email: [LloydsIreland@lloyds.com](mailto:LloydsIreland@lloyds.com)

Complaints Department at Lloyd's in the UK at:  
Lloyd's Complaints  
Fidentia House,  
Walter Burke Way,  
Chatham Maritime,  
Kent ME4 4RN  
Tel No: +44 (0)20 7327 5693  
E-mail: [internationalcomplaints@lloyds.com](mailto:internationalcomplaints@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/resources-and-services/make-a-complaint/complaints-handling/international-complaints-handling>

# **ATTACHMENTS**

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## Medical Professional and Public Liability Policy for Medical Establishments (UK)

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 Ltd') for and on behalf of certain Syndicates at Lloyd's of London.

**PLEASE READ THIS POLICY CAREFULLY**

**LLOYD'S**

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

## The Schedule

ITEM 1	<b>Policy Number:</b>	23/00005727/00 & 23/00005727/01		
	Brokers Reference:	23/00005727/00 & 23/00005727/01		
ITEM 2	<b>Name of the Insured:</b>	a) Section 1 - BASRaT and BASRaT Members domiciled in the United Kingdom (Non EEA) b) Section 2 - BASRaT Members domiciled in the Republic of Ireland (RO EEA)		
ITEM 3	<b>Address of the Insured:</b>	PO Box 627, Manchester, M14 0PN	Telephone:	
			Fax:	
			Email:	
ITEM 4	<b>Policy Period:</b>	From: 1st February 2024	To:	31st January 2025
		(Both Days Inclusive at the Local Standard Time at the <b>Insured's</b> address stated in Item 3 above)		
ITEM 5	<b>Limit of Indemnity</b>			
	Any one <b>Claim</b> :	Please see item 1 within the 'Additional Endorsements'		
	In the Aggregate:	Please see item 1 within the 'Additional Endorsements'		
	But the following inner sub-limits in respect of:			
	In respect of any <b>Claims</b> arising from the provision of Cervical Spine Manipulation:	Please see item 1 within the 'Additional Endorsements'		
	<b>Excess:</b>	Nil		
ITEM 6	<b>Premium:</b>	Please see item 2 within the 'Additional Endorsements'		
	Premium due date(s):	Please see item 2 within the 'Additional Endorsements'		
ITEM 7	<b>Territorial Limits:</b>	Please see item 3 within the 'Additional Endorsements'		



ITEM 8 Retroactive Date(s):

2.1. None for BASRaT

2.2. The date of joining BASRaT for individual Members of BASRaT

2.3. The date trading commenced for partnerships registered in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland subject to all partners holding BASRaT membership at that time and as included as an **Insured** under definition 3.8.4 of this **Policy**

2.4. The date trading commenced for private limited companies based in Great Britain, Northern Ireland, Channel Islands, Isle of Man or Republic of Ireland and included as an **Insured** under definition 3.8.5 of this **Policy**

ITEM 9 **Proposal** Form Date:  Declaration Date:

ITEM 10 In respect to Section 1 - BASRaT and BASRaT Members domiciled in the United Kingdom (Non EEA) notice to be given to:

The MPLC Ltd Regal House, Queensway, PO Box 1446, Gibraltar	Telephone:	+44 (0)20 3100 5151
	Fax:	+44 (0)845 127 5071
	Email:	claims@the-mplc.com

In respect to Section 2 - BASRaT Members domiciled in the Republic of Ireland (ROI) (EEA) notice to be given to:

The MPLC 16 Fitzwilliam Place, Dublin 2, DO2 FF82, Ireland	Telephone:	+353 1 584 9677
	Fax:	(Empty)
	Email:	claims@the-mplc.eu

ITEM 11 Covered Jurisdictions:

ITEM 12 **Policy** Jurisdictions and Applicable Law:

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## Medical Professional and Public Liability Policy

### 1 INSURING CLAUSES

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

1.1 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:

1.1.1 the provision of **Clinical Services**; or

1.1.2 the performance of **Good Samaritan Acts**; or

1.2 the **Insured's** liability for

1.2.1 any death, bodily injury, mental injury, illness or disease of or to any person other than any death, bodily injury, mental injury, illness or disease of or to any patient of the **Insured** in circumstances in which clause 1.1.1 applies or

1.2.2 loss or damage to tangible property of any person

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**.

### 1.3 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 those professional services by the **Insured** as set out in the **Proposal** which forms part of this **Policy**.

#### 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 BASRaT carrying on business solely in the territories specified in Item 7 of the Schedule;
- 3.8.2 Any individual member of BASRaT named in Item 2 of the schedule carrying out **Clinical Services** as defined in definition 3.8 in the territories specified in Item 7 of the schedule;
- 3.8.3 the personal representatives of the estate of any person who would be 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 including any deliberate or wilful breach of statute, ordinance or regulation

4.6.2 any actual or alleged dishonest, fraudulent or criminal or malicious act or omission

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

#### 4.7 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;

#### 4.8 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**;

#### 4.9 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 Motor, Aviation and Marine 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 the ownership, possession or use by or on behalf of the **Insured** of any motor vehicle or trailer or any aircraft, watercraft or hovercraft.

This exclusion shall not apply to death, bodily injury, mental injury, illness or disease of or to patients being transported by the **Insured** or accompanied by the **Insured** in the course of transportation.

#### 4.11 Property in the **Insured's** Custody

**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 loss of or damage to property owned or used or hired by or otherwise in the care, custody or control of the **Insured** other than personal effects of employees, visitors or patients of the **Insured** on the **Insured's** premises.

Provided always that there shall be no indemnity granted in respect of liability for damage to or loss of valuable items unless entrusted to the **Insured** for safe keeping and kept in a locked safe the keys to which have been removed from the premises or are kept in the personal custody of a designated employee.

#### 4.12 Internet Activities

**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 clinical advice, diagnosis or treatment given by the **Insured** online or via the Internet;

#### 4.13 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;

#### 4.14 Fund-Raising Activities

**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 funfairs or other fund raising events or activities of any kind unless **Insurers'** prior agreement has been obtained and such events are endorsed upon this **Policy** with the acceptance of such other terms and conditions as may be imposed;

#### 4.15 Employment Related Dispute

**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 employment related act, error or omission, misstatement, misleading statement, misrepresentation, neglect, breach of contract or breach of duty in respect of any present, former or prospective principal, partner, director, employee or volunteer of the **Insured** named in the Schedule, including part time employees, students, locums, agency nurses and other temporary employees of the **Insured** committed by or on behalf of the **Insured** resulting in or allegedly resulting in:

4.15.1 unfair dismissal;

4.15.2 wrongful dismissal;

4.15.3 a **Claim** in respect of an employment reference;

4.15.4 discrimination on the grounds of sex, age, race, disability, religion or otherwise or workplace harassment;

#### 4.16 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.

#### 4.17 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**.

#### 4.18 **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**.

#### 4.19 **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:

4.19.1 seepage, pollution or contamination;

4.19.2 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**.

#### 4.20 **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;

#### 4.21 **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**.

#### 4.22 **Toxic Mould**

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

4.22.1 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;

4.22.2 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.

#### 4.23 **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**.

#### 4.24 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.

## 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:
- 5.1.3.3 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.
- 5.1.3.4 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.
- i. 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  $X = (\text{premium actually charged} / \text{higher premium}) \times 100$

5.1.4 If, prior to entering into a variation to this **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. The **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 requires.
- 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  $X = (\text{premium actually charged/higher premium}) \times 100$ .
- 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  $X = (\text{premium actually charged/reduced total premium}) \times 100$ .

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 28 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:

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

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 (other than the **Insured's Principal**) in the name of the **Insured**.

**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 six (6) years from the date of treatment and, in the case of a minor, for a period of at least six (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 Sport Rehabilitation Graduates

It is a condition precedent to the **Insured's** right to be indemnified under this **Policy**, that each practicing Member of BASRaT shall hold a valid licence where required to practice issued by the relevant lawfully established and recognised licensing authority within the territories specified in Item 7 of the schedule, except when deployed for and on behalf of the UK's Ministry of Defence or visiting territories outside of Great Britain, Northern Ireland, Channel Islands, the Isle of Man and the Republic of Ireland with British based clients, British based teams, British based athletes or British based entities or organisations which retain 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.

This Condition, shall also apply to any self employed individual acting as a self employed contractor or sub-contractor.

## 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 The **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.

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## Extension - Internet

Notwithstanding the provisions of Exclusion 4.12 the **Policy** is amended to also indemnify the **Insured**, in the course of the provision of the **Insured's Clinical Services**, for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** and/or **Defence Costs** resulting from any **Claims** arising from any advice, diagnosis or treatment given or information of any type published or promoted by the **Insured** over the Internet or via any computer or any electronic system accessible outside the **Insured's** premises.

### SUB-LIMIT OF INDEMNITY

Insurers' total liability during the **Policy Period** in respect of any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with the coverage provided by this extension shall not exceed GBP 5,000,000.00 and Insurers shall not be liable to pay any sums after this Limit of Indemnity has been exhausted.

Unless otherwise specified in the **Policy**, the above limit shall be inclusive of all **Defence Costs**, provided always that this extension will not operate to increase any aggregate Limit of Indemnity stated in Item 5 of the Schedule.

The Limit of Indemnity of 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 - Loss of Documents

The **Policy** is amended to also indemnify the **Insured** for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** and/or **Defence Costs** 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.

Insurers will also indemnify the **Insured** for the costs incurred by the **Insured** with 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**.

### EXCLUSIONS

Insurers shall not be liable under the **Policy** for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with:

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;

### DEFINITIONS

For the purposes of this extension only:

#### **Loss and Lost**

shall mean 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.

### SUB-LIMIT OF INDEMNITY

Insurers' total liability during the **Policy Period** in respect of any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with the coverage provided by this extension shall not exceed GBP 250,000.00 and Insurers shall not be liable to pay any sums after this Limit of Indemnity has been exhausted.

Unless otherwise specified in the **Policy**, the above limit shall be inclusive of all **Defence Costs**, provided always that this extension will not operate to increase any aggregate Limit of Indemnity stated in Item 5 of the Schedule.

The Limit of Indemnity of 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

The **Policy** is amended to also indemnify the **Insured**, in the course of the provision of the **Insured's Clinical Services**, for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** and/or **Defence Costs** resulting from any **Claims** for **Breach of Professional Confidentiality**.

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 under the **Policy** 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 Insurers.

### DEFINITIONS

For purposes of this extension only:

#### **Breach of Professional Confidentiality**

shall mean the 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

### EXCLUSIONS

Insurers shall not be liable under the **Policy** for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with:

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

Insurers' total liability during the **Policy Period** in respect of any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with the coverage provided by this extension shall not exceed GBP 250,000.00 and Insurers shall not be liable to pay any sums after this Limit of Indemnity has been exhausted.

Unless otherwise specified in the **Policy**, the above limit shall be inclusive of all **Defence Costs**, provided always that this extension will not operate to increase any aggregate Limit of Indemnity stated in Item 5 of the Schedule.

The Limit of Indemnity of 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

The **Policy** is amended to also indemnify the **Insured**, in the course of the provision of the **Insured's Clinical Services**, for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** and/or **Defence Costs** resulting from any **Claims** for **Libel or Slander** committed without animosity.

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 under the **Policy** 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 Insurers.

### DEFINITIONS

For purposes of this extension only:

#### **Libel or Slander**

shall mean 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

### EXCLUSIONS

Insurers shall not be liable under the **Policy** for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with:

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

Insurers' total liability during the **Policy Period** in respect of any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with the coverage provided by this extension shall not exceed GBP 250,000.00 and Insurers shall not be liable to pay any sums after this Limit of Indemnity has been exhausted.

Unless otherwise specified in the **Policy**, the above limit shall be inclusive of all **Defence Costs**, provided always that this extension will not operate to increase any aggregate Limit of Indemnity stated in Item 5 of the Schedule.

The Limit of Indemnity of 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

The **Policy** is amended to also indemnify the **Insured**, in the course of the provision of the **Insured's Clinical Services**, for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** and/or **Defence Costs** resulting from any **Claims** arising from 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**.

### EXCLUSIONS

Insurers shall not be liable under the **Policy** for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with:

1. Loss of documents, defamation or breach of confidentiality;
2. Infringement of copyright, design or trademark or passing off;
3. 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. Financial default or insolvency, fraud or dishonesty or the misuse or misappropriation of funds of or by the **Insured**;
5. Breach of any anti-trust or monopoly legislation;
6. 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. 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. **Claims** or complaints made by any parent, subsidiary or associated or affiliated company of the **Insured** unless the **Claim** emanates from an independent third party;
9. **Claims** or complaints made by any **Insured** or by **Medical or Dental Practitioners**;
10. **Claims** or complaints 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**

Insurers' total liability during the **Policy Period** in respect of any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with the coverage provided by this extension shall not exceed GBP 5,000,000.00 and Insurers shall not be liable to pay any sums after this Limit of Indemnity has been exhausted.

Unless otherwise specified in the **Policy**, the above limit shall be inclusive of all **Defence Costs**, provided always that this extension will not operate to increase any aggregate Limit of Indemnity stated in Item 5 of the Schedule.

The Limit of Indemnity of 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 - Products Liability

Notwithstanding the provisions of Exclusion 4.8, 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** which falls within the terms of this Extension 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**.

### DEFINITIONS

For purposes of this extension only:

#### **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**.

#### **Supply**

shall mean **Supply** in the provision of **Medical 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.

#### **Technical or Administration 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.

### EXCLUSIONS

Insurers shall not be liable under the **Policy** for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with:

1. Damage to any **Product** or part thereof; but this exclusion shall not apply to consequent injury or damage;
2. 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. The recall of any **Product** or part thereof;
4. 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. Any **Product** which is sold, distributed or provided outside of the territory listed in Item 5 of the Schedule;

6. The failure of the **Insured's Technical or Administrative** staff to take all reasonable precautions to prevent injury and damage.

#### SUB-LIMIT OF INDEMNITY

Insurers' total liability during the **Policy Period** in respect of any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with the coverage provided by this extension shall not exceed GBP 5,000,000.00 and Insurers shall not be liable to pay any sums after this Limit of Indemnity has been exhausted.

Unless otherwise specified in the **Policy**, the above limit shall be inclusive of all **Defence Costs**, provided always that this extension will not operate to increase any aggregate Limit of Indemnity stated in Item 5 of the Schedule.

The Limit of Indemnity of 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.**

621MILMPLC00041B - Extension - Products Liability

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## Exclusion - Professional Footballers

Insurers shall not be liable for any **Clinical Services** provided on or after 1 July 2016, or for any related **Defence Costs**, directly or indirectly caused by or arising out of or in any way connected with the provision of **Clinical Services** to a **Professional Footballer** on or after 1 July 2016 and provided by (a) any **Insured** who is contracted to or otherwise working for a **Defined Club** (as full-time or part-time employee, independent contractor or consultant or in any other capacity) or (b) any **Insured** who otherwise promotes their **Clinical Services** to a **Defined Club** or a **Professional Footballer**.

This Exclusion shall also apply to any **Insured** engaged by any other football club or team which is not a **Defined Club** relating to **Clinical Services** provided to any **Professional Footballer** on loan from a **Defined Club**.

This Exclusion shall not apply to Disability football teams or **Good Samaritan Acts**.

### Definitions

#### Professional Footballer

- a) Any male football player who is not less than 16 years old at the time of treatment and whose part-time or full-time earnings, whether direct or indirect, are derived from playing football for or in connection with any football team or club and
- b) Who plays football for or in connection with any **Defined Club**. This definition includes:
  1. First team players or reserve players and any junior team players, trialists and academy players;
  2. Players on loan to a **Defined Club**
  3. Players on loan from a **Defined Club** to any football team or club (whether a **Defined Club** or not)
  4. Any other football player employed by or apprenticed or otherwise contracted to or engaged by or playing under the patronage of or otherwise in association with a **Defined Club** including for the avoidance of doubt branded soccer schools or
- c) Any **Professional Footballer** when selected (and only in and to the extent of their capacity as) a squad member or player for any national or international football team of any country including but not limited to participation in competitive or friendly matches at senior or junior level (age related or otherwise), training regimes or any other official activity relating to their national or international duties.

**Defined Club**

Any national or international professional Association football team or any football club playing in any of the top two professional football divisions of England (currently known as the English Premiership and Championship Divisions, Scotland (currently known as the Scottish Premiership and Championship Divisions), Republic of Ireland or any other country (other than clubs playing in the football leagues of Wales, Northern Ireland, the Channel Islands, or the Isle of Man)..

**Top Tiers Division:** - For these purposes; a football club which is promoted to one of such **Top Tier Divisions** shall be deemed to be a **Defined Club** with effect from 00:01 am on the date of the first official league game of the relevant **Top Tier Division** following the club's promotion and a **Defined Club** that is relegated out of a **Top Tier Division**, shall cease to be a **Defined Club** at 00:01 am on the day of the first league game in the division to which the club has been relegated.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

621MILMPLC00119 (AMENDED FOR BASRAT) - Exclusion - Professional Footballers

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## Exclusion - Coronavirus

Notwithstanding anything contained to the contrary in the **Policy**, in respect of all General Liability (including Public and Employers Liability) covered hereunder, this **Policy** does not cover any **Claim** in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) Any mutation or variation of SARS-CoV-2;
- d) Any fear or threat of a), b) or c) above.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

621MILMPLC00133 - Exclusion - Coronavirus

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## Extension - Healthcare Liability - Cyber and Data Endorsement 2a

1. Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, and except as provided in paragraph 2 below, this **Policy** does not cover any actual or alleged loss, damage, liability, **Claim**, fine, penalty, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - 1.1. **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**; or
  - 1.2. **Data Breach**, including notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services
2. However, any otherwise covered **Bodily Injury** caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act**, **Cyber Incident** or **Data Breach** will be payable subject to the terms, conditions, limitations and exclusions of the **Policy**.

### Definitions

For the purposes of this Endorsement:

3. **Bodily Injury** means physical injury (including death at any time resulting therefrom), including any sickness, disease, or disability and any mental injury, shock, mental anguish, emotional distress or mental disease or illness resulting from physical injury.
4. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
5. **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 to, processing of, use of or operation of any **Computer System**.
6. **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**.

7. **Data Breach** means:

- i) the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, (including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information) involving access to, processing of, use of or operation of any **Computer System**; or
- ii) the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.

8. **Electronic Data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

LMA5493

14th December 2020

## **ADDITIONAL SCHEDULES AND INFORMATION LISTS**

### **Schedule A - Increased Members Limits**

As held on file by The MPLC

## **ADDITIONAL SCHEDULES AND INFORMATION LISTS**

### **Schedule 'B' - Cervical Spine Manipulation**

As held on file by The MPLC

## ADDITIONAL ENDORSEMENTS

1. Item 5 of the Schedule is as follows:

**MEDICAL MALPRACTICE AND PUBLIC LIABILITY LIMIT(S) OF INDEMNITY:**

- a) GBP 5,000,000.00 Any One Claim (including costs and expenses)  
GBP 5,000,000.00 In the Annual Aggregate (including costs and expenses) in respect of BASRaT
  
- b) GBP 5,000,000.00 Any One Claim (including costs and expenses)  
GBP 5,000,000.00 In the Annual Aggregate (including costs and expenses) in respect of each Member of BASRaT
  
- c) GBP 5,000,000.00 Any One Claim (including costs and expenses)  
GBP 5,000,000.00 In the Annual Aggregate (including costs and expenses) in respect of each of the Registered Partnerships and Private Limited Companies as defined in 3.8.4 & 3.8.5 of the Policy wording

But the following inner sub-limit (s) in respect of Members under Schedule 'B' In respect of any claims arising from the provision of Cervical Spine Manipulation:

GBP 2,000,000.00 Any One Claim (including costs and expenses)

GBP 2,000,000.00 In the aggregate during the Policy Period (including costs and expenses)

Notwithstanding the above, it is understood and agreed that the Insurers shall not be liable under this Policy (UMR 23/00005727/00 & 23/00005727/01) to pay more than GBP 5,000,000.00 for any single claim or increased to GBP 7,500,000 for any single Claim or GBP 10,000,000 for any single Claim solely if the Insured is listed in Schedule 'A' specifically stated as having the higher Limit of Indemnity in such schedules.

**EXCESS:**

Nil

2. Item 6 of the Schedule is as follows

Premium:

- a) As held on file by BASRaT
- b) GBP / EUR per Member (as listed below and including in Schedule A)

Individual Member Limit of Liability GBP 5,000,000 any one claim and in the annual aggregate

As held on file by BASRaT

Premiums to be 50% of the above figures if member is added at 6 months or more into the Policy

Individual Member Increased Limit of Liability to GBP 7,500,000.00 any one claim and in the annual aggregate

As held on file by BASRaT

Premiums to be 50% of the above figures if member is added at 6 months or more into the Policy

Individual Member Increased Limit of Liability to GBP 7,500,000.00 any one claim and in the annual aggregate

<b>Territory:</b>	<b>Physiotherapists:</b>	<b>All the members</b>
UK Excluding IPT	GBP 187.05	GBP 124.70
ROI Excluding Tax	EUR 218.23	EUR 145.66

Individual Member Increased Limit of Liability to GBP 10,000,000.00 any one claim and in the annual aggregate

<b>Territory:</b>	<b>Physiotherapists:</b>	<b>All the members</b>
UK Excluding IPT	GBP 248.86	GBP 166.09
ROI Excluding Tax	EUR 291.86	EUR 194.04

Premium Due Date: As held on file by BASRaT

3. Item 7 of the Schedule is as follows:

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 and the Republic of Ireland shall only be provided hereunder if the Member:-

- a) Where required holds current HCPC or CORU registration on the date of treatment
- b) Is ordinarily or temporarily resident in Great Britain, Northern Ireland, Channel Islands, Isle of Man, the Republic of Ireland. For members who are temporarily resident in Great Britain, Northern Ireland, Channel Islands, Isle of Man, the Republic of Ireland, no cover shall be provided hereunder for any Clinical Services which are provided within their own country of domicile, except student members undertaking a formal HCPC or CORU undergraduate student programme in the United Kingdom or the Republic of Ireland, and undertaking a formal elective placement in their home country.
- c) Does not provide Clinical Services in Australia, other than when visiting with individual British or Irish based clients, British or Irish based teams, British or Irish based athletes or British or Irish based entities which retain BASRaT members for the provision of Clinical Services, for their own needs. It is understood and agreed that for the avoidance of doubt such British or Irish based organisations may include other nationals.
- d) Does not provide any Clinical Services to any USA or Canadian nationals in the USA or Canada.

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.

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

4. EEA / Non-EEA Combined Limit of Liability Clause

This insurance is divided into

- a) Insurers covering **Claims** arising from within the European Economic Area (EEA); and
- b) Insurers covering **Claims** arising from outside the European Economic Area (EEA);

all limits of liability, sub-limits of liability and **Excesses** stated in the Schedule and elsewhere in the **Policy** shall be the total amounts applicable to **Claims** arising from both within and from outside the EEA combined.

5. Increased Limit of Liability - Individual Members of BASRaT

Subject to the prior written approval of Insurers an individual Member of BASRaT may elect to pay an additional premium (which is specified in Schedule A) to increase their 'any one **Claim**' Limit of Liability to either GBP 7,500,000 any one **Claim** and GBP 7,500,000 in the aggregate or GBP 10,000,000 any one **Claim** and GBP 10,000,000 in the aggregate. Retroactive cover for the increased 'any one **Claim**' Limit of Liability shall be limited to the Retroactive date specified in Schedule 'A'.

For the avoidance of doubt the individual member of BASRaT must be listed on Schedule 'A' on the date **Clinical Services** are provided. In the event that a **Claim** is made after the individual member has ceased to purchase the increased Limit of Liability cover hereunder shall be limited to GBP 5,000,000 any one **Claim** and GBP 5,000,000 in the aggregate unless Run-off cover has been purchased.

It is understood and agreed that the increased Limit of Liability afforded under Schedule 'A' does not increase the sub Limit afforded in Schedule 'B'



6. Demonstration & Tuition

The term "patient" shall be deemed to include any person who is acting as a patient for demonstration and /or tuition purposes.

7. 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 Sports Rehabilitation Graduate who is not a Member of BASRaT.

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 only be provided if:

- a) any **Claim** falls within the scope of Sports Rehabilitation practice and
- b) all qualified Sports Rehabilitation Graduates retain full BASRaT 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**.

- c) subject otherwise to the terms and conditions of the policy

For the avoidance of doubt the Insured for the purpose of this extension shall be restricted to Definitions 3.8.2, 3.8.4 and 3.8.5 of the Policy wording.

8. Medical Practitioners

Notwithstanding Exclusion 4.3 cover shall be provided hereunder to Members who are also a Medical Practitioner but solely in respect of a **Claim** which arises from their practice as a Sports Rehabilitation Graduate.

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 Rehabilitation as determined by BASRaT.

9. Run Off Cover

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

**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 BASRaT membership.

the heirs executors legal or personal representatives of any deceased Member **Insured** in respect of **Clinical Services** provided

10. 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.

11. 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.

12. 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**.

13. Medical and Professional Liability Cover - Extension to **Insured** Principals

Notwithstanding Exclusion 4.23 Principal’s Liability this **Policy** is extended to provide cover to:

- a) Principals engaging the **Insured** for the provision of **Clinical Services** other than when engaged as an employee of the Principal
- b) Principals engaging the **Insured** as an employee (or any locum who is a BASRaT Member covering the **Insured** 's temporary absence) but only where the principal falls within the definition of the **Insured**

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 an **Insured**.

For the avoidance of doubt the **Insured** for the purpose of this extension shall be restricted to Definitions 3.8.2, 3.8.4 and 3.8.5 of the **Policy** wording.

14. Return to Practice Members

Cover shall only be provided hereunder for Members successfully adhering to and completing a Return to Practice Programme as required by BASRaT including completion of appropriate CPD and examinations.

15. 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 Cervical Spine Manipulation performed on or after the 1st February 2023, except for those Members listed on Schedule 'B', who are only permitted to perform Cervical Spine Manipulation up to and including 31st January 2024.

16. The following definition has been added to the **Policy**:

3.17 Thorax

The Thorax is the part of the human body between the neck and the abdomen including the cavity enclosed by the ribs the sternum the spinal vertebra and the diaphragm. The thoracic cavity contains the internal thoracic organs.

3.18 Cervical Spine Manipulation

Cervical Spine Manipulation is defined as ‘all procedures where the hands or mechanical devices are used to mobilize adjust manipulate apply traction massage stimulate or otherwise influence the spine and paraspinal tissues with the aim of influencing the patient’s health.

17. It is hereby understood and agreed that there is no cover under this **Policy** for the provision of Acupuncture and/or any procedure or intervention using Needles performed in or around the Thorax and/or the Thoracic organs

It is hereby understood and agreed that the following definitions are added to 3.8 **Insured**:

3.8.4 Any Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland based and registered partnership including limited liability partnerships LLP's comprising solely of BASRaT members with the exception of Silent Shareholders, provided the turnover in the partnership's last financial year at the time this Policy Period incepts does not exceed GBP 250,000 or EUR equivalent, and the partnership carries out Clinical Services as defined in definition 3.2 in the territories specified in Item 7 of the schedule.

3.8.5 Any Great Britain, Northern Ireland, the Channel Islands, Isle of Man or Republic of Ireland based Private Limited Company owned by one or more individual BASRaT members or Silent Shareholders, provided the turnover declared by the company for their last financial year at the time this Policy Period incepts does not exceed GBP 250,000 or EUR equivalent, and carries out Clinical Services as defined in definition 3.2 in the territories specified in Item 7 of the schedule.

18. It is understood and agreed that the following definition is added to the **Policy**:

3.19 Silent Shareholders

Any parties that have a financial interest in the business but are not qualified clinicians and or previously qualified clinicians and nor are involved in the planning and / or delivery of any **Clinical Services**.

## **CLAIMS HANDLING INFORMATION**

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## A Guide to the MPLC Claims Handling Service

**Kennedys**  
Legal advice in black and white

The MPLC Ltd 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 Ltd 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 Ltd. For further information regarding what our policyholders say about working with us, please visit:

<https://www.the-mplc.com/why-choose-the-mplc/>.

Once a claim or circumstance is reported to The MPLC Ltd, 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 policy holders 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 Ltd 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 Ltd 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 Ltd 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 Ltd 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: <https://the-mplc.com/what-makes-us-different/>

#### **DISCLAIMER:**

*This guide to The MPLC Ltd 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 Ltd 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)  
+ 44 1603 481241 (UK 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](http://www.the-mplc.com/downloads)) 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 Form 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:

2. The MPLC Policy Number:

3. Individual Member or Location:

4. Date of receipt of first communication or verbal complaint from third party:

*Please note this also includes meetings held, and complaint correspondence. Please attach copies of complaint correspondence.*

5. Date of Writ/Proceedings:  *(If applicable)*

6. Date Incident Report Completed  *(Includes internal investigation/Riskman Report.)*

7. Patient's Name: Surname:  Forename:

8. Sex of Patient: MALE  FEMALE

9. Date of Birth:

10. Occupation:

11. Age at Incident Date:

12. Marital Status: SINGLE  MARRIED  DIVORCED   
 SEPARATED  WIDOWED  COMMON LAW

13. Number of Dependents:

14. Date of Admission:

15. Date(s) and Details of Treatment: From:  To:   
*Include whether NHS or Private Basis.*



16. Date of Discharge  *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:  
*Please indicate whether any previous complaint was made, whether an internal investigation has been carried out and whether any pre, intra, or post-operative issues/injuries were encountered, to the best of your knowledge. (Comments stating, "refer to attached documentation" and similar cannot unfortunately be accepted.)*

22. Allegations of Negligence *(if known)*:

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

24. Present Condition and Prognosis (if known):   
*(If unknown, please comment on whether any injury(ies) were complained of, either on discharge or subsequently.)*

25. Practitioner(s) and other parties involved:

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

*If there are any additional parties involved, please provide information under "Further Comments" below.*

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

***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 Ltd can be found at <https://www.the-mplc.com/privacypolicy>.

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

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

Dated:.....

Once completed, please send this form immediately to The MPLC Ltd

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

By fax: +44 (0)845 127 5071



Delivering world-class specialised medical professional liability insurance and reinsurance

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