



# Medical Malpractice and Public Liability Insurance for Members of Health Practice Associates



30<sup>th</sup> August 2018

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# Who are we?

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

The business was originally formed in 1972 and includes a team of highly experienced insurance experts delivering exceptional customer service and value for money.

## Our contact details are:

Graybrook Insurance Brokers Limited,  
8 Chandlers Way,  
South Woodham Ferrers,  
Essex CM3 5TB

**Telephone Number:** 01245 321185

**Fax Number:** 01245 322240

**Email:** [enquiry@graybrook.co.uk](mailto:enquiry@graybrook.co.uk)

**Website:** [www.graybrook.co.uk/hpa-members](http://www.graybrook.co.uk/hpa-members)

Graybrook is a trading style of Graybrook Insurance Brokers Limited.

Registered Office: 1208/1210 London Road, Leigh-on-Sea, Essex, SS9 2UA. Registered in England and Wales. Registered Number 4955851

# Who are the Insurers?

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

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

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

# Summary of Cover

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The Summary is designed to provide an overview of the most important features of the policy, but does not take precedence over the terms and conditions contained in the Policy which will be provided with a formal quotation.

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

## Medical Malpractice

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

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

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

## Public Liability Insurance

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

## Basis of Cover

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

## Retroactive Cover

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

## Run-off Cover

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

## Excesses

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

## Limits of Indemnity

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

## Activities Insured

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

## Excluded Activities

Claims arising from the following are excluded:-

- Any work outside the Insured's individual scope of Practice or any activity not declared to Insurers
- Any activities which pre-date the start date of the Policy or the retroactive date

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

## Important Special Conditions

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

- All applicants must be registered with HPA to benefit from this Scheme and any regulatory body requiring registration either in the U.K. or in any overseas territory where work is undertaken.
- The policy must be in force on the date a claim or potential claim is notified.

## Geographical Limits

World wide

## Jurisdiction Territories

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

## Policy Definitions

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

## Notable Exclusions

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

- from circumstances known to the Insured or malpractice occurring prior to the start of the Policy
- where insurance or indemnity is provided elsewhere
- from the sale, supply, alteration or distribution of products
- from the liabilities of an Employer
- from clinical trials or research projects
- from the defence of any regulatory, disciplinary, professional misconduct proceedings or investigations
- from any act, error or omission which occurred prior to the Policy retroactive date
- where the Insured is not registered with the Health & Care Professions Council (HCPC) and where registration is a legal requirement
- **Meningitis Exclusion** – The policy excludes claims arising from Meningitis unless the patient has been physically examined and you have followed the current NICE guidelines and acted within your scope of practice.

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

## Record Keeping

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

# Complaints Procedure

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

**William Hulse ACII**

**Managing Director**

Graybrook Insurance Brokers Limited  
8 Chandlers Way  
South Woodham Ferrers  
Essex CM3 5TB

**Telephone Number:** 01245 321185

**Fax Number:** 01245 322240

**Email:** [williamhulse@graybrook.co.uk](mailto:williamhulse@graybrook.co.uk)

The company's Terms of Business and Privacy Notice are available on our website [www.graybrook.co.uk](http://www.graybrook.co.uk) or is available upon request.

# Financial Conduct Authority (FCA)

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Graybrook Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority registered number 595238. This registration can be checked by visiting the FCA's website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the FCA on 0845 606 1234.



# Claims Reporting

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

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

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

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