



# Summary of Claims Made Medical Malpractice and Public Liability Block Insurance Scheme For Full and Student Members of the College of Paramedics

31st May 2019

graybrook

Hallam

 COLLEGE OF  
paramedics

# Introduction

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This insurance is provided as a benefit to full and student membership of the College of Paramedics.

## Scheme Insurance Brokers

The cover is arranged on behalf of the

Graybrook Hallam,  
South Woodham Ferrers,

College of Paramedics by:



Broker at

**LLOYD'S**

8 Chandlers Way,  
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/cop-members](http://www.graybrook.co.uk/cop-members)

Graybrook Hallam is a Trading Name of James Hallam Limited which is authorised and regulated by the Financial Conduct Authority (FCA)

## Insurers

Allied World Assurance Company (Europe) dac  
20 Fenchurch Street  
London EC3M 3BY

Regulated by the Central Bank of Ireland reference C33650

Graybrook Hallam is a Trading Name of James Hallam Limited which is authorised and regulated by the Financial Conduct Authority (FCA) James Hallam Limited is registered in England.

Registered number 1632840.

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



Broker at

**LLOYD'S**

# Policy Summary

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<b>Insurer:</b>	Allied World Assurance Company (Europe) dac
<b>Policy No.:</b>	C045496/002
<b>Members Insured:</b>	Full Registered and Student Members of the College of Paramedics
<b>Policy Period:</b>	1st June 2019 to 31st May 2020
<b>Type of Cover:</b>	Medical Malpractice , Professional and Public Liability Insurance
<b>Activities Insured:</b>	<p>The following activities are included provided they are undertaken within the member's individual Scope of Paramedic practice -</p> <ul style="list-style-type: none"><li>Samaritan Acts</li><li>Medico Legal Work</li><li>Training of Others</li><li>Voluntary Unpaid Work</li></ul> <p>Paid Work not exceeding £5,000 in total during the last 12 months or likely to exceed £5,000 in all over the next 12 months.</p> <p>Students on Elective Placements provided they are supervised by a qualified paramedic or registered healthcare professional.</p> <p>No activities are insured by this policy which involves any direct or indirect NHS work or is part of the member's main employment.</p> <p>Members requiring extra cover should contact us for further options or follow the link to <a href="http://www.graybrook.co.uk/paramedicinsurance">www.graybrook.co.uk/paramedicinsurance</a>.</p>
<b>Basis of Cover:</b>	Claims Made – claims only accepted if first notified during the currency of this policy, subject to current membership of the College of Paramedics
<b>Retroactive Cover:</b>	<p>The policy will only respond to claims arising from any insured activity undertaken: -</p> <ul style="list-style-type: none"><li>(a) By Students from 1st June 2016 or date of College of Paramedics membership whichever is later</li><li>(b) By qualified members from 1st November 2013 or from the date of College of Paramedic membership whichever date is later</li></ul>
<b>Limit of Indemnity:</b>	<p><b>Limit of Indemnity:</b> £ 5 million any one claim and in all inclusive of all costs and expenses for each member in any one period of insurance.</p> <p>Members requiring higher limits of indemnity should contact the scheme Brokers for further options.</p>
<b>Excess:</b>	The first £250 of any claim will be the responsibility of members (no excess applies to Students for Medical Malpractice claims).

<b>Territories:</b>	The policy covers work undertaken by full members and elective placements for Student members in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, and elsewhere in the World (excluding the USA and Canada), provided members are ordinarily resident in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
	Full and Student Members are additionally covered for <b>Public Liability Insurance</b> only in respect of observation only elective placements in the USA and Canada as part of Paramedic training or further Paramedic education.
<b>Claim Jurisdiction Territories:</b>	Claims will only be covered if brought against members in the United Kingdom, Northern Ireland, the Channel Islands and the Isle of Man .
<b>Additional Covers Included:</b>	<p>Claims will be considered against qualified members where they involve:</p> <ul style="list-style-type: none"> <li>• Members acting as a Medico Legal Adviser or the Teaching of Paramedic Science or First Aid within the member's individual scope of Paramedic practice.</li> <li>• Defamation</li> <li>• Breach of Professional Confidentiality or infringement of copyright</li> <li>• Member to Member Treatment Liability</li> <li>• Data Protection breaches or misuse of private information</li> <li>• Loss of Documents</li> <li>• Criminal defence costs for claims brought against members which include allegations of abuse</li> <li>• Cost of representation at a Coroner's Inquest</li> <li>• Defence of Fraud or Dishonesty allegations</li> <li>• Manslaughter Defence Costs</li> <li>• Costs of Public Relations consultant</li> <li>• Indemnity to member's principals</li> </ul>
<b>Independent Prescribing</b>	Qualified members may apply for independent prescribing to be included, subject to underwriter's approval and payment of an additional premium of £100.80 inclusive of Insurance Premium Tax. Members must have undertaken an approved course and their registration with HCPC annotated.
<b>Notable Exclusions:</b>	<p>Please refer to the policy for full details, but the policy contains the following notable exclusions:</p> <ul style="list-style-type: none"> <li>• Any activities funded or commissioned directly or indirectly by the N.H.S.</li> <li>• Any claims arising from members main employment</li> <li>• Claims arising from any paid work in the previous 12 months where the members total earnings exceed £5,000 per annum or is likely to exceed this figure in next 12 months</li> </ul>

- Claims arising from work that is outside the individual scope of Paramedic Practice or is not a Samaritan Act
- Claims arising from the treatment of Elite Athletes and Professional Sports people (see special exclusion below for details)
- Claims from circumstances known by any member prior to start of the policy cover (or CoP membership if later)
- Any claim where members are entitled to insurance or other indemnity arrangements held elsewhere
- Claims arising from clinical trials or research projects
- Claims arising outside the scope of Paramedic Practice
- Claims relating to sexual misconduct
- Claims arising from the sale or supply of any products
- Any Medical Malpractice claims arising from activities undertaken in the USA or Canada
- Claims arising from Independent Prescribing unless specifically agreed for individual members

**Professional Sports & Elite Athletes Exclusion:**

No claim is covered arising directly or indirectly from the treatment of Professional Sports people or Elite Athletes which is provided for more than 21 days in any one period of insurance except where treatment is a result of a Good Samaritan Act. The following definitions apply to this Exclusion:

The expression "Professional Sports Person" shall mean anyone whose full time earnings are derived from playing in any sport or sports.

The expression "Elite Athlete" shall mean any person who is currently a member of a national team or squad'.

**Special Conditions:**

Members are advised to familiarise themselves with the policy terms and conditions which include the following special provisions:

- Qualified members must be HCPC registered at the date of treatment/incident.
- Members must declare any claim or circumstances alleging malpractice prior to the start or renewal of this policy or prior to the start of CoP membership, whichever date is earlier.
- Members must give immediate notice to the brokers or underwriters of any claim or potential claim including when they become aware of any circumstances which may lead to a claim.
- Members must keep a record of professional services, equipment used, and consent forms where applicable which must be maintained for a minimum of 10 years or longer as required by law
- Claims will only be considered if CoP membership is held at the time of treatment/incident and at the date of claim (the

College should maintain a current and up to date list of all eligible members, which must be made available on request to underwriters

- Students must be supervised by a qualified Paramedic or by a Registered Healthcare Professional
- No claim will be considered if brought against any partnership or private limited company formed by any member

### **Run-Off Cover:**

The policy will respond to claims against members resulting from Paramedic practice that have retired and no longer practicing as a Paramedic or training as a Paramedic Student provided this policy is current at the date of claim, and the College have been notified and the member has completed the Declaration of Retirement form. The claim however must relate to an incident occurring after the policy Retroactive Date, and during the period of CoP membership. The College must maintain a register of retired members for the purpose of run-off cover only. **Run-off cover does not apply to members that have otherwise cancelled or lapsed College membership.**

### **Important Notes:**

(i) This summary is not intended to be exhaustive and does not in any way alter the terms and conditions of the Medical Malpractice and Public Liability policy. In the event of conflict the terms and conditions of the policy will take precedence over this summary.

(ii) This insurance is provided as a membership benefit for all Full registered and Student members of the College of Paramedics. If the cover is insufficient for members' requirements, they should contact us for further options (including insurance for partnerships or limited companies).

### **Claim Notification:**

Members must notify either the Scheme Brokers or the insurers Allied World as soon as they become aware of any circumstances that could lead to a claim under the Policy or receive notification of any claim either verbally or in writing.

Members must not admit liability or agree or make 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.

### **Policy Wording:**

The full policy wording, terms and conditions are available on request or online as a download from [www.graybrook.co.uk/cop-members](http://www.graybrook.co.uk/cop-members).

### **Additional Insurance:**

If this cover does not meet the circumstances or requirements of any Member, or the members trading entity, additional covers are available on application from [www.graybrook.co.uk/paramedicinsurance](http://www.graybrook.co.uk/paramedicinsurance) or from a professional insurance adviser on 01245 321185 or by email to

enquiry@graybrook.co.uk

**Disclaimer:**

It is the responsibility of each Member to ensure this cover is adequate for their needs and to comply with the policy terms and conditions.

**Complaints  
Procedure:**

Whilst all reasonable care has been taken in the administration of this insurance scheme, any complaints should be addressed to: -

**Andrew Hall**

Graybrook Hallam  
8 Chandlers Way  
South Woodham Ferrers  
Essex CM3 5TB

**Telephone Number:** 01245 321185

**Fax Number:** 01245 322240

**Email:** complaints@jameshallam.co.uk

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